



Legal Services  
Corporation

# Employee Handbook

*Revised January 2014*

# **LEGAL SERVICES CORPORATION**

## **EMPLOYEE HANDBOOK**

### **Preface**

The Legal Services Corporation (LSC) Employee Handbook sets forth the personnel policies and practices of LSC. It is maintained on the LSC intranet at <http://intranet/pman.htm> for the convenience of all employees. Employees are encouraged to use it and refer to it for personnel-related information.

LSC is committed to providing a work environment that is free from any form of discrimination and harassment, and to providing equal employment opportunities.

LSC is committed to the consistent application of personnel policies and to assure that all employees are provided equal employment opportunities. While this Handbook is not a contract and none of the policies or benefits in the Handbook confers rights or privileges upon employees, the Handbook is intended to provide employees with knowledge of LSC's policies and procedures and to assist managers with proper application of the policies and procedures in order to further LSC's commitment to equal employment opportunities.

This Handbook was adopted by the LSC Board of Directors on April 28, 2007.



# **LSC Employee Handbook**

## **Table of Contents**

<b>Section 1: Applicability of Handbook .....</b>	<b>1-1</b>
---	------------

### **Section 2: Employment Policies**

2.1	Employment-At-Will.....	2-1
2.2	Equal Employment Opportunity.....	2-1
2.3	Policy Prohibiting Harassment, Including but Not Limited to Sexual Harassment.....	2-2
2.4	Cooperation with the Office of Inspector General .....	2-5

### **Section 3: Hiring and Recruitment**

3.1	Hiring Policy .....	3-1
3.2	Hiring Procedure .....	3-1

### **Section 4: Employment Status**

4.1	Regular Employees.....	4-1
4.2	Temporary Employees .....	4-1
4.3	Exempt and Non-exempt Employees.....	4-2

### **Section 5: Conditions of Employment**

5.1	Attendance Policy .....	5-1
5.2	Alternative Work Schedules .....	5-2
5.3	LSC Property and Services .....	5-15
5.4	Outside Employment Policy .....	5-15

5.5	Prior Representation Policy.....	5-18
-----	----------------------------------	------

## **Section 6: Position Classification and Personnel Actions**

6.1	Position Descriptions.....	6-1
6.2	Personnel Actions .....	6-1
6.3	Reductions-In-Force.....	6-6

## **Section 7: Salary Administration**

7.1	Salary Administration Policy.....	7-1
7.2	Current Salary Classification Schedule .....	7-1
7.3	Starting Salary.....	7-2
7.4	Locality Pay.....	7-4
7.5	Performance Pay .....	7-4
7.6	Incentive Awards.....	7-6
7.7	Other Salary Adjustments .....	7-6
7.8	Overtime Pay .....	7-7
7.9	Travel Time .....	7-10
7.10	Compensatory Time.....	7-10
7.11	Double Compensation.....	7-12
7.12	Severance Pay.....	7-12

## **Section 8: Payroll**

8.1	Timekeeping.....	8-1
8.2	Payroll Procedures.....	8-1
8.3	Payroll Deductions .....	8-3
8.4	Salary Advances .....	8-6

## **Section 9: Employee Benefits**

9.1	Holidays .....	9-1
9.2	Vacation Leave .....	9-2
9.3	Sick Leave.....	9-4
9.4	Shared Leave.....	9-5
9.5	Other Paid Leave .....	9-10
9.6	Unpaid Leave .....	9-13
9.7	Veteran's Employment and Reemployment Rights Policy .....	9-16
9.8	LSC Benefits Disclosure .....	9-16
9.9	Employee Insurance Benefits.....	9-18
9.10	Other Benefit Programs .....	9-21

## **Section 10: Performance Management**

10.1	LSC Performance Management Policy ...	10-1
10.2	Initial Review .....	10-2
10.3	Work Plans.....	10-2
10.4	Performance Standards .....	10-3
10.5	Performance Appraisal Cycle.....	10-3
10.6	Performance Elements and Rating Procedures.....	10-6
10.7	Performance Improvement Plans.....	10-10

## **Section 11: Employee Relations**

11.1	Employee Development .....	11-1
11.2	Professional Licenses, Dues and Meetings.....	11-2
11.3	Workplace Health and Safety Policy .....	11-4
11.4	Grievance Procedure .....	11-4

11.5	Equal Opportunity Complaint Procedure.....	11-9
11.6	Personnel Records.....	11-17
11.7	Electronic Equipment Use Policy .....	11-19
11.8	Drug-free Workplace Policy.....	11-20
11.9	Smoke-free Workplace Policy .....	11-21
11.10	Recording Policy .....	11-21
11.11	Dress Code .....	11-21
11.12	Severe Weather Policy.....	11-22
11.13	Gifts, Fees, and Honoraria .....	11-23
11.14	Employee Suggestions .....	11-23

## **Appendices**

A.	Definition and Examples of Harassment.....	A-1
B.	FlexiTime Work Agreement .....	B-1
C.	Compressed Work Schedule Agreement.....	C-1
D.	FlexiPlace Work Agreement .....	D-1
E.	Electronic Equipment Use Policy .....	E-1
F.	Board Resolution 97-005 Regarding Complaints Against the President or the Inspector General.....	F-1

# **SECTION 1**

## **Applicability of Handbook**

The Legal Services Corporation (LSC) is an equal opportunity employer committed to the consistent application of personnel policies and practices to assure that all employees are provided equal employment opportunity.

This Employee Handbook consists of the personnel policies and practices of LSC. It is intended to standardize the administration of personnel policies and is presented as a matter of information only. The statements appearing in the Handbook are guidelines, and as such, are subject to revision at any time, except as otherwise specified herein. Further LSC reserves the right to interpret and apply these guidelines as it deems appropriate to specific circumstances.

None of the statements in this Handbook is to be construed as a contract. None of the benefits or policies in this Handbook is intended by reason of their publication to confer any rights or privileges upon an employee, or to entitle an employee to be, or remain, employed by LSC.

It is the responsibility of each and every member of management to administer these policies in a consistent and impartial manner. It is the responsibility of all staff



to become thoroughly familiar with the policies contained in this Handbook, and to conduct themselves in a manner which is consistent with these principles.

Provisions of this Handbook may be suspended, modified, amended, waived or departed from only with the approval of the President and the Inspector General, and, as necessary, bargaining with the IFPTE Local 135. If the President and Inspector General are unable to agree on a modification,

- (1) the modification may be limited in its application to
  - (a) employees of LSC, not including employees of the OIG, or
  - (b) employees of the OIG,

or

- (2) either the President or Inspector General may refer the issue to the Board of Directors for decision.

Personnel actions and/or the implementation of personnel policies involving minor matters in the Management and Administration offices may be suspended, modified, waived or departed from subject to the independent discretion of the President.

Personnel actions and/or the implementation of personnel policies involving minor matters in the Office of the Inspector General may be suspended, modified, waived or departed from subject to the independent discretion of the IG.

When the requirements of the Handbook are suspended, modified, amended, waived or departed

from, the facts, details, and reason for the action will be documented. The Office of Human Resources will retain all such documentation. It is the intent of LSC upon occurrence of such actions that affect employees to notify all staff in writing as soon as practicable of the amendments, suspensions, waivers or modifications to or departures from the policies and procedures set forth herein. Replacement pages will be prepared, issued and distributed to staff for insertion in the Handbook as soon as possible following the approval of revised policies.

Pursuant to the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, the Inspector General (IG) has full authority to select, appoint and employ such officers and employees as may be necessary to carry out the functions, powers and duties of the OIG. Such authority is to be exercised in conformity with applicable laws and regulations of LSC including the provisions of this Handbook. The IG may delegate to LSC's Office of Human Resources such personnel actions within his authority as the IG may determine. Whenever an LSC official or office other than the Board of Directors is designated in this Handbook as the decision-maker for a personnel matter, the IG will replace such official or office with respect to OIG personnel.

The revised policies contained in this Handbook replace and supersede all previous versions of LSC personnel policies.

## **SECTION 2**

### **Employment Policies**

#### **2.1 Employment-At-Will**

Employees are employed at the will of LSC and may be terminated at any time, with or without cause or notice. Likewise, employees may resign at any time, for any reason, with or without notice. No LSC executive, manager, supervisor, or other representative has the authority to alter this at-will relationship or to provide any guarantees of continued employment.

#### **2.2 Equal Employment Opportunity**

No person will be discriminated against in recruitment, selection, placement, promotions, transfers, training, compensation, benefits or other aspects of employment because of race, gender, sexual orientation, age, color, national origin, religion, disability, marital or veteran's status, or any other basis prohibited by law.

LSC is committed to providing reasonable accommodation to any known disability of applicants and employees, as required by the Americans with Disabilities Act (ADA) and other applicable law. Accommodation may include modifying the job application process, job restructuring, modifying policies

or work schedules, making facilities accessible, and acquiring or modifying equipment, technologies, etc., pursuant to applicable law.

An employee needing an accommodation as a result of a disability should submit a written request, if practicable, to the Director of HR stating the nature of the disability and the accommodation being sought. The Director of HR is responsible for evaluating the request and assisting with the provision of reasonable accommodation as appropriate.

For complaint procedures with respect to discrimination, see Section 11.4.

## **2.3 Policy Prohibiting Harassment, Including, but Not Limited to Sexual Harassment**

LSC is committed to providing a work environment free of harassment. LSC will not tolerate harassment of any type including harassment based on characteristics protected by federal, state, or local laws, such as sex, race, color, national origin, religion, age, disability, marital status, sexual orientation, or status as a Vietnam Era Veteran. This specifically includes but is not limited to sexual harassment. (*For examples of what may constitute harassment, see Appendix A*). Regardless of whether the harassment in question amounts to a violation of the law, it may be a violation of LSC policy. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the

workplace, such as during business trips, business meetings and business-related social events.

LSC will not condone or tolerate any situation where an employee's submission to harassment is made either explicitly or implicitly a term or condition of employment; is used as a basis for employment decisions; or where harassment has the effect of creating an intimidating, hostile or offensive working environment. This prohibition against harassment applies to everyone employed by LSC from top management on down. LSC will not tolerate employees being harassed by managers, co-workers, or other third parties with whom LSC does business.

It is LSC's expectation that any supervisor or manager or employee who becomes aware of harassment will report it promptly in accordance with this policy. It is LSC's policy to exercise reasonable care to prevent any harassment, to investigate any allegation of harassment, and, if such misconduct occurs, to investigate and take prompt remedial action. In cases where a high-level manager or officer is accused of harassment, LSC will take all reasonable steps to ensure the fairness and evenhandedness of its investigation, including bringing in outside investigators if appropriate.

(A) Complaint Reporting Procedure

In many instances, advising a person that you find specific conduct offensive to you and that you want it to stop will resolve the situation. When the person is not responsive, or the conduct arises to the level of harassment, it is your responsibility to promptly bring the matter to the attention of the Director of Human Resources (HR) or the Chief Administrative Officer. In that way, timely action can be taken to address and correct the matter. Reports or complaints do not have to be in writing. They will be handled according to the procedures in Section 11.4 or the informal procedures in 11.3 (B), depending upon the nature of the complaint and the preference of the employee.

(B) Retaliation

LSC strictly prohibits retaliation against anyone for filing or responding to a harassment complaint or participating as a witness in the investigation of a complaint. If you believe you are being retaliated against for making a complaint or participating in the investigation of a complaint, report it to the Director of HR promptly. Retaliation is a violation of this policy and the law. Violators will be subject to appropriate remedial

action, up to and including termination of employment.

While LSC is committed to prohibiting all types of harassment and encourages employees to report such actions promptly, the filing of claims that lack any factual basis for what appears to be personal motives will not be tolerated. In such cases, individuals will be subject to appropriate disciplinary action.

## **2.4 Cooperation with the Office of Inspector General**

The statutory purpose of the OIG is to promote economy, efficiency, and effectiveness, and to prevent and detect fraud, waste, and abuse in activities administered or financed by LSC. The law gives the OIG the authority to audit, investigate, and otherwise inquire into any such activities. Under the IG Act, the LSC Inspector General is authorized:

to have access to all records, reports, audits, reviews, documents, papers, recommendations, or other material available to the applicable establishment which relate to programs and operations with respect to which [the] Inspector General has responsibilities under this Act.

All employees are expected to cooperate fully with the OIG and to respond promptly to OIG requests for assistance, information, or documents.

The OIG receives and investigates complaints or information from any LSC employee concerning the possible existence of an activity constituting a violation of law, rules, or regulations, or mismanagement, gross waste of funds, or abuse of authority. The IG Act protects such employees by prohibiting the OIG from disclosing their identities without their consent unless it is determined that such disclosure is unavoidable during the course of the investigation.

An employee should inform the OIG whenever the employee has information as to the possible existence of an activity in violation of law, rules, regulations, or an activity constituting mismanagement, gross waste of funds, abuse of authority or a substantial danger to the public health and safety. Such information may be provided in confidence, and management will not require or request the employee to disclose the information. The IG Act, and LSC policy, prohibit reprisals against such employees. No officer, employee, supervisor, or manager will take or threaten to take any action against an employee as a reprisal for making a complaint or disclosing information to the Inspector General. Any person who engages in or threatens such retaliation will be subject to appropriate action up to and including termination. An employee who believes that he or she has been retaliated against



for cooperating with the OIG should promptly report the matter to the IG or the IG counsel.

Similar to cooperation with the OIG, no retaliation will be taken against any employee who cooperates with a congressional investigation.

## **SECTION 3**

### **Hiring and Recruitment**

#### **3.1 Hiring Policy**

Pursuant to the Legal Services Corporation Act, the President, subject to general policies established by the Board, may appoint and remove such employees as necessary to carry out the purposes of LSC. The officers serve at the pleasure of the Board.

The IG Act provides the Inspector General with independent personnel authority, and the Inspector General may appoint and remove such employees as are necessary to carry out the purposes of the OIG.

#### **3.2 Hiring Procedure**

It is the policy of LSC to utilize a fair and open recruitment policy using a variety of resources to attract and retain a highly-skilled diverse workforce. Recruiting activities will be conducted by the Office of Human Resources in conjunction with the respective hiring office.

Position announcements, in most cases, will be posted both internally and externally via the LSC website and intranet as well as in various media sources. Such announcements will remain open for a minimum of ten

days to allow sufficient time to attract a diverse applicant pool. Opening and closing dates will be specified on the position announcement.

In exceptional situations, a vacancy may be filled without an announcement subject to the President's or the IG's discretion when a qualified individual is immediately available to fill a position of high priority or one that has a very heavy workload. The reason for the exception will be documented by the Director of HR.

All employees are required, at the time of their hire, to attest to the truth of the information submitted in support of their application for employment by initialing each page of their resume. If employees are found to have made material misrepresentations by misstating or failing to supply complete information in response to application inquiries, in their resumes, or in other pre-employment or employment documents, it may result in a decision to not hire them or to dismiss if the discrepancy is discovered after their hiring.

## **SECTION 4**

### **Employment Status**

#### **4.1 Regular Employees**

LSC employs regular employees on a full-time or a part-time basis.

- (A) Full-time regular employees are hired to fill regular positions for continuous and indeterminate periods.
- (B) Part-time regular employees hold regular positions and work less than 37.5 hours each week.

#### **4.2 Temporary Employees**

Temporary employees<sup>1</sup> generally will be retained for specific periods of time subject to acceptable performance, and their employment may be subject to renewal and extension as LSC sees fit.

---

<sup>1</sup>This paragraph does not apply to agency temps.

### **4.3 Exempt and Non-exempt Employees**

As used in this Handbook, the term “exempt employee” refers to an employee exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and “non-exempt employee” refers to an employee covered by the overtime provisions of the FLSA.

## **SECTION 5**

### **Conditions of Employment**

#### **5.1 Attendance Policy**

Employees are expected to be present during designated work hours unless alternative arrangements have been made with the respective supervisor, or the employee is on pre-approved leave, or on LSC business. Normal LSC business hours are 9:00 a.m. to 5:30 p.m., Monday through Friday. The basic work requirement for LSC employees is 1,950 hours per year, 37.5 hours per week.

Every job at LSC contributes to the effective operation of LSC. Frequent or unexplained absences from work and lateness in reporting for work are disruptive and place an unfair burden on other employees.

An employee who expects to be out of the office for any reason must notify the supervisor in advance. If unable to report to work for an unexpected reason, an employee must notify the supervisor or timekeeper at the start of the business day. In these instances, it is not sufficient to leave a message for a supervisor with another employee. If the employee's direct supervisor is unavailable, the employee should speak with the timekeeper or the next higher level manager.

For medical related absences of three consecutive days or more, a pattern of single day illness absences, excessive illness absenteeism or other exceptional circumstances, LSC may require a medical certificate. Absence for any reason without the supervisor's approval or without notice will be considered absence without authorization, for which the employee may be subject to disciplinary action. An employee who is absent from work without notice for a period of three consecutive days will ordinarily be considered to have resigned, whether or not that was the employee's intent.

When a pattern of tardiness exists, the absence will be considered absence without authorization which may be subject to disciplinary action.

When there is a pattern of single day absences, excessive absenteeism, or other exceptional occurrences, such absences will be dealt with as appropriate on an individual basis, including disciplinary action up to and including termination.

## **5.2 Alternative Work Schedules**

The Alternative Work Schedule (AWS) program, which includes FlexiTime, CWS, and FlexiPlace, is designed to provide managers and supervisors flexible options in scheduling work. It is further intended to promote flexible family-friendly work arrangements that will enable employees to schedule their work and meet their own needs and the needs of their families. However,

participation is not an employee benefit; it is solely at the discretion of the supervisor based on the appropriateness of such scheduling to the responsibilities of each respective position. All regular and temporary employees are eligible to participate in AWS, as deemed appropriate by their supervisor. Alternative work schedule decisions by supervisors are not grievable.

To assure the success of the AWS program, each supervisor is accountable for assuring that the office is fully covered during business hours and that an acceptable level of productivity is maintained. Each office must therefore provide staff presence and phone coverage during standard hours of operation, 9:00 a.m. to 5:30 p.m., Monday through Friday, unless alternative arrangements have been approved by the President or the President's designee. All employees are expected to be present during LSC's core hours of 10:00 am to 4:00 pm (except for OIG employees, for whom the OIG has designated 10:00 am to 3:30 pm as core hours).

(A) FlexiTime

FlexiTime refers to a system of work scheduling that allows flexibility for employees in arrival and departure times, with the approval of the office director and supervisor.



- 1) Normal LSC work hours are 9:00 a.m. to 5:30 p.m. All FlexiTime schedules must provide for 8 to 82 hours per day for full-time employees, depending on whether the lunch break is 30 minutes or one hour. After consultation with OHR, the supervisor, with the authorization of the office director, may approve a different work schedule for the employee when exceptional circumstances exist.
- 2) This policy is open to all regular and temporary employees. However, FlexiTime decisions are not subject to grievance. Newly-hired employees are eligible for FlexiTime work arrangements only after completion of the 90-day Performance Review. This requirement may be waived by the supervisor with the approval of the appropriate Vice President or the CAO. A supervisor may approve the FlexiTime arrangement after balancing the employee=s request with the office=s coverage requirement.
- 3) A FlexiTime Work Schedule (*see Appendix B*) setting forth the employee's work schedule must be completed and approved by the employee's supervisor and office director and filed with OHR prior to any hours worked

under FlexiTime. The final agreement will be filed in OHR.

- 4) After a FlexiTime work schedule is established, employees are expected to adhere to the schedule unless special arrangements have been made in advance with their supervisor.
- 5) Because some employees may work at the beginning or end of the day without a supervisor's presence, additional supervisory efforts will be needed to ensure that the FlexiTime program works effectively. Supervisors are responsible for the attendance and work of their employees. Accurate records in keeping with LSC policy are necessary for the integrity of both the FlexiTime program and the LSC payroll system.
- 6) If the supervisor or office director believes the FlexiTime arrangement is not working (e.g., the employee's performance declines or the participation interferes with LSC=s needs), the supervisor has the right to end the employee's participation in the FlexiTime program, after a reasonable notice period to allow the employee to make necessary adjustments.

- 7) FlexiTime in no way changes the supervisor's authority and ability to require special individual work schedules based on LSC's needs, to require the employee to work overtime, or to approve or disapprove leave requests.

(B) Compressed Work Schedules (CWS)

Compressed Work Schedules, a variation of Flexi-Time, are schedules that provide flexibility in the number of days an employee is scheduled to work each week. CWS is subject to the same rules and conditions as FlexiTime. A non-exempt employee's work schedule may be compressed into nine days over a two-week period by working a sufficient number of additional hours each day to complete a 40 hour workweek the first week, and a thirty-five hour workweek the second week. Exempt employees, while not held to specific hour requirements, may modify their schedules in a similar manner.<sup>2</sup> Time taken for lunch will be in addition to the regular workweek requirement.

To simplify the scheduling of compressed workweeks and assure that all staff are present at

---

<sup>2</sup> Exempt employees will continue to be expected to work the number of hours it takes to get the job done regardless of whether they are on a regular or flexible schedule.

least four full days a week, Friday is designated as the official CWS day off for all employees participating in CWS. Any exceptions require the approval of the President or Inspector General, or their respective designee.

Office directors are responsible for approving the participation of employees in CWS, as appropriate, and will be held accountable for assuring and maintaining full coverage for their respective offices. CWS decisions are not subject to grievance. Two compressed work schedules, Schedule A and Schedule B, providing for alternate Fridays off, will be utilized to assist supervisors in staggering the CWS day off and assuring appropriate coverage of their respective offices. Before beginning to work a compressed work schedule, the employee and supervisor must complete the CWS Agreement (see *Appendix C*) and submit it to the Director of HR for approval.

In determining the appropriateness of CWS for each employee, the supervisor must consider the responsibilities of each position; the specific employee's desire to work a compressed work schedule; as well as the needs of the office and the ability of the employee to maintain the longer hours of the proposed schedule.

All employees who participate in CWS will be expected to be present during the designated core hours Monday through Thursday. A lunch period of not less than thirty minutes, up to one hour, also should be scheduled during core hours. As noted above, time scheduled for lunch will be in addition to the CWS work requirement for each week.

While it is the intent of this policy that employees take their CWS day as scheduled, there will be times that may not be possible due to the employee's workload<sup>3</sup>, a priority project or a required meeting, etc. All employees participating in CWS must therefore understand that on occasion LSC business may require them to work on a scheduled day off. In that event, exempt employees will be eligible to earn compensatory time off in lieu of their regularly scheduled day off. Such compensatory time may be used, subject to prior approval by the employee's supervisor, in accordance with the LSC Compensatory Time Policy. Non-exempt employees will be paid overtime at a time-and-a-half rate if required to work on their regularly-scheduled day off.

---

<sup>3</sup> To assure the CWS policy is being used as designed and not being used to bank additional vacation time, approval by a director of an employee working three consecutive CWS days off must be reviewed by the Vice President for Programs and Compliance or by the Chief Administrative Officer.

In the event that an employee is on a Performance Improvement Plan (PIP), the employee will not be eligible to participate in CWS until successful completion of the PIP.

- 1) Time Reporting and CWS. Time reporting for exempt employees participating in CWS will be reported on an exception only basis. Time reporting for non-exempt employees must reflect actual hours worked and leave taken for each time reporting period.

Time reporting for holidays and any other leave taken will be based on the number of hours the CWS employee is regularly scheduled to work on that specific day.

- 2) Leave and CWS. Full day increments of leave taken pursuant to any LSC Leave Policy by CWS employees must be approved and charged in an amount equal to the number of hours the employee is regularly scheduled to work on the days for which leave is taken. As required by LSC's respective leave policies, a leave request form must be completed and approved by the employee's supervisor in advance, except in limited circumstances.
- 3) Holidays and CWS. In the event a holiday falls on a CWS employee's regularly

scheduled day off, the following workday may be taken as an “in lieu of” day off, subject to the demands of the employee’s workload and the supervisor’s discretion. The day following Thanksgiving will be an exception to this policy and practice. Employees may elect to take the Wednesday before Thanksgiving as their “in lieu of” day off instead of the following Monday.

Exempt CWS employees who are required to work on their day “in lieu of” a holiday may accumulate compensatory time for the actual time worked up to a maximum of 7.5 hours. Non-exempt employees will be paid overtime at a time-and-a-half rate if required to work on their day “in lieu of” a holiday.

- 4) Work and Travel on CWS Days. Employees participating in this program who are traveling on LSC business must work the number of days necessary to complete such business. Should an employee who has met the CWS work requirement have to work on a regularly scheduled day off, the employee will be eligible to earn compensatory time up to a maximum of 7.5 hours. Accumulated compensatory time may only be used, subject to prior approval by the employee’s supervisor, in accordance with the LSC Compensatory Time Policy. (For questions

regarding overtime for travel on CWS days, see Sections 7.8 and 7.9.)

- 5) Office Closures and CWS. If LSC is officially closed for an entire day for unplanned external reasons such as severe weather (i.e. snow storm, hurricane, etc.) or events significantly impeding access to the city (i.e. large demonstrations) and the day falls on an employees' regularly scheduled CWS day off, the employee will not receive an "in lieu of" day off.

CWS employees who are on their regularly scheduled day off will not be eligible to earn compensatory time in the event of an early dismissal due to severe weather or to ensure employee safety preceding a holiday.

- 6) CWS Administrative Procedures. A Compressed Work Schedule Agreement (see *Appendix C*) must be completed and approved by a supervisor for each employee designated to participate in CWS prior to the employee's beginning any work under the program.

The agreement also must be signed by the employee and submitted to the Director of Human Resources (HR) for review and approval, or to the Inspector General for OIG



staff. A copy of the approved CWS Agreement will be sent to the Comptroller's Office and a copy will be returned to the supervisor and the employee.

(C) FlexiPlace

FlexiPlace, also known as flexible workplace or telecommuting, refers to paid employment performed away from LSC headquarters (the primary place of employment), either at home or at a satellite worksite, for an agreed upon day or days, either on occasion or on a regular basis. FlexiPlace may be routine, in which the work assignment away from LSC headquarters is approved for occurrence on a regular basis, or it may be occasional, subject to approval by the supervisor on each occasion.

This policy is open to all regular and temporary employees. However, participation in the FlexiPlace program is not a right and FlexiPlace decisions are not subject to grievance. Newly hired employees are eligible for FlexiPlace work arrangements only after completion of the 90-day Performance Review. This requirement may be waived by the supervisor with the approval of the appropriate Vice President or the Chief Administrative Officer.

- 1) In the event that an employee is on a Performance Improvement Plan (PIP), the employee will become eligible for FlexiPlace upon successful completion of the PIP.
- 2) Employees who apply to work away from the office for more than three days while taking care of a personal injury must provide upon request a medical release to work prior to approval of the FlexiPlace request.
- 3) Except as provided in Section 5.2 (C) (5), a FlexiPlace Work Agreement (*see Appendix D*), covering the terms and conditions of the employee's participation in the program, must be completed and approved by the employee's supervisor, office director and OHR prior to any hours worked under routine FlexiPlace. The final agreement will be filed in the applicable employee's personnel file.
- 4) The FlexiPlace Work Agreement must include:
  - a. the voluntary nature of the agreement;
  - b. length of the FlexiPlace assignment;
  - c. hours and days of duty for each worksite;
  - d. responsibilities for timekeeping, leave approval, and requests for overtime;
  - e. performance requirements; and

- f. proper use and safeguards of LSC=s property and records.
- 5) Occasional FlexiPlace may be approved by a supervisor without a FlexiPlace Work Agreement, but the supervisor is responsible for assuring appropriate work requirements for that occasion.
- 6) The supervisor is responsible for deciding if the position is one appropriate for off-site work, and for examining both the content of the work and the performance of the employee. Because this is a supervisory work option, there is no automatic right of the employee to continue participation in the event of a change in supervisor.
- 7) If the supervisor or office director believes the FlexiPlace arrangement is not working (e.g., the employee's performance declines or the participation interferes with LSC=s needs), the supervisor has the right to end the employee's participation in the FlexiPlace program, after a reasonable notice period to allow the employee to make necessary adjustments.

### **5.3 LSC Property and Services**

LSC employees have a duty to protect and conserve LSC's property and services, and should not use such property or services, or allow their use, except under the following circumstances: For authorized purposes related to performance of an employee's official duties, for limited (*de minimus*) personal uses, or for emergency situations where no other arrangements could reasonably have been made. In such emergency situations, the immediate supervisor must be notified. For both personal uses beyond limited use and emergency situations, prompt reimbursement must be made to LSC for any expenses incurred. LSC property includes, but is not limited to, any form of real or personal property in which LSC has an ownership, leasehold, or other interest. Specific examples include office supplies, telephones, FAX machines, mail, computers and electronic equipment, and printing/reproduction equipment. LSC services include, for example, services performed by LSC employees or by contractors of LSC. See also Section 11.6.

### **5.4 Outside Employment Policy**

During the work day, employment with LSC is each employee's primary responsibility.

Outside of regular working hours, LSC permits employees to engage in non-LSC-related work provided that the work does not affect the respective employee's

performance of official duties and responsibilities or the performance of any other employee's official duties or responsibilities, that the work is not for another LSC-funded entity, and provided that the following conditions are met:

- (A) The work does not in any way conflict with or violate the LSC Act, its implementing regulations or other applicable law, adversely affect LSC's image, lead to the assumption that such activity is sponsored by or related to LSC's official operations, or in any other way compromise the interests of LSC.
- (B) Any employee paid in Band 3 or above engaging in outside employment notifies the immediate supervisor in writing of the outside employment in which the employee is engaged and receives the approval of the appropriate Vice President or CAO. Absent extenuating circumstances, such approval (or disapproval) will be given in writing within five business days of the notice. If the notice of outside employment is disapproved, the employee may appeal the decision to the President. The appeal must be in writing, and the President will respond within five business days.<sup>4</sup>

---

<sup>4</sup> Employees in Band 3 and above engaged in outside employment at the time of the adoption of this handbook must provide notice to their supervisors at the time the handbook is adopted. Such employment will be approved unless it presents a clear conflict with LSC policy or

(continued)

Employees in Band 2 and below need only notify their supervisor of outside employment; no management approval is required.

- (C) The work does not prevent or interfere with the performance of any employee's official LSC duties and responsibilities.
- (D) The work is performed at no expense to LSC, on the employee's own time either before or after their regularly scheduled LSC work hours or during their lunch hour.
- (E) The work does not involve the employee directing, coercing, or requesting any other employee to engage in any activities during LSC work hours other than those required in the performance of an employee's official LSC duties and responsibilities.
- (F) The work does not involve the employee using, directing, coercing, or requesting any other employee to use LSC property or services for non-LSC related activities.

If any non-LSC-related work appears to negatively impact the performance of an employee, the supervisor and the employee will discuss the impact of the outside employment, and the employee will be prohibited from

---

regulations.

engaging in such work if it is the outside employment which is negatively impacting performance.

## **5.5 Prior Representation Policy**

Under special conditions, with the approval of the office director and the appropriate Vice President or CAO, LSC may permit newly-hired attorneys, accountants, or other professional employees a reasonable amount of time to close out any cases they may have in process at the time of hire provided that the employee:

- (A) Provides advance written notice to the supervisor of the length of time needed to close out the cases and the anticipated time the employee expects to be out of the office.
- (B) Keeps the supervisor apprised of the status of the case closing.
- (C) Performs the activities related to those cases at no expense to LSC, on their own time.
- (D) Does not direct, coerce, or request any other employee to assist with activities related to the case closures during LSC work hours.
- (E) Does not use, direct, coerce, or request any other employee to use LSC property or services for any activities related to the closure of those cases.

# **SECTION 6**

## **Position Classification and Personnel Actions**

### **6.1 Position Descriptions**

Position descriptions specify the basic function of a position as well as the essential duties, responsibilities and competencies required for effective performance of the job. All position descriptions will be written in accordance with the official LSC format for position descriptions and will include: (1) title; (2) basic function of the position; (3) reporting relationships; (4) principal duties and responsibilities; and (5) general and technical competencies required for the position (including any special physical requirements such as the ability to lift a certain number of pounds).

### **6.2 Personnel Actions**

It is LSC policy to make effective and efficient use of the workforce. Consistent with this policy, LSC may initiate any appropriate personnel actions, including those listed in this section. These actions may be initiated by an employee's supervisor or other affected management official. They are subject to approval by the Chief Administrative Officer, with the exception of the elimination of a position, a reassignment to a lower-paying position, suspension, or a termination, which



require approval of the President. Any such actions will be documented and the documentation maintained by OHR.

Personnel actions may not be grieved however an affected employee may submit documentation for the record or provide new information for reconsideration by management.

(A) Promotion

Promotion is the movement of an employee into an existing position, or into a new position, at a higher salary or classification level. Only employees who have demonstrated the capacity to work at a higher level and who possess the qualifications for the position will be considered for promotion. The starting salary for such promotions will be based on the nature of the job and other factors related to the employee's qualifications, subject to considerations of internal equity and budget constraints. Promotions must be approved by the appropriate Vice President and the CAO.

(B) Detail

A detail is a temporary assignment to another position in LSC for a specified period of time. The employee will continue to encumber the regularly assigned position and will resume the regularly

assigned responsibilities upon expiration of the detail. Allocation of the employee's salary for the duration of the detail is subject to mutual agreement by the affected LSC offices.

(C) Reassignment

A reassignment is the movement of an employee to an existing vacant position, at either the same or a lower classification, on either a temporary or a permanent basis. If reassigned to a position in a lower pay band, the employee is eligible for pay increases as long as the employee's salary is below the maximum salary for the lower pay band. If an employee's salary is at or above the maximum salary for the lower pay band at the time of reassignment, the employee will become eligible for pay increases when the maximum salary for the lower pay band increases beyond the employee's salary.

(D) Transfer

A transfer is an LSC-initiated action involving movement of both an employee and the position and the funds for such position from one office of LSC to another, e.g., as a result of a reorganization. A transfer is a lateral move and classification and pay are not affected.

(E) Elimination of a Position

As a result of decreased workload, changes in LSC mission, or reorganization, it may be necessary to eliminate a position. In cases of elimination of a position, the affected employee may be reassigned to another appropriate position. If no other position is appropriate, the employee will be eligible to receive benefits available under the LSC severance policy when the position is eliminated.

(F) Suspension

Employees may be suspended from their duties, with or without pay, as a disciplinary measure or as an interim measure while issues related to an employee's conduct are being resolved. The decision to suspend, the decision to maintain pay or not, and the length of suspension are at the discretion of the President.

(G) Termination – Voluntary and Involuntary

Employees are employed at the will of LSC and may be terminated at any time. Employees also may resign at any time. Consistent with expectations in professional relationships, however, employees are expected to provide reasonable notice to LSC of their intent to resign or to retire. For professional positions,

reasonable notice is considered to be 30 days. For support positions, reasonable notice is considered to be two weeks.

- 1) Voluntary termination occurs as a result of resignation or retirement.
- 2) Involuntary termination occurs as a result of an LSC-initiated action such as a reduction-in-force, or for any other reason determined to be in the best interests of LSC.
- 3) Terminated employees will be compensated for all time worked and for unused accrued vacation leave, except that employees will not be compensated for unused vacation leave in excess of 240 hours. No other leave will be compensated.

(H) Other Discipline

Employees are expected to comply with LSC policies and guidelines and otherwise comport themselves in a fashion that conforms to the reasonable expectations of management, grantees, and their co-workers. Failure to do so may result in an individual being counseled or disciplined. In some instances, progressive discipline may be employed. However, whether a specific situation warrants verbal or written counseling, a warning, a suspension, termination

or some other response will be determined by LSC based on the specific facts and circumstances presented by the situation, and nothing in this Handbook is intended to or will limit LSC in regard to making such determinations.

(I) Furloughs

Employees may occasionally be placed on furlough due to budgetary constraints. A furlough is defined as a temporary lay-off that results in the employee being in a non-pay status.

### **6.3 Reductions-In-Force**

A reduction-in-force (RIF) is defined as the elimination of multiple positions as a result of reorganization, budgetary constraints or other business necessity. LSC is committed to fair and equitable treatment of all employees in implementing a reduction-in-force. Retaining the essential functions required to carry out LSC's mission will be the primary consideration for any reduction-in-force.

Written notification of a reduction-in-force will be delivered to an affected employee at least thirty days prior to the effective date of such action. At a minimum, this notice will include the following:

- 1) The specific action LSC intends to take.
- 2) The effective date of release.
- 3) An explanation of the benefits and assistance available.

Reduction-in-force notices will be distributed by the respective office directors of the affected employees. The manager and office director will meet with the affected employees on an individual basis. To the extent feasible, notices will be issued on a predetermined date and time period established by management.



## **SECTION 7**

### **Salary Administration**

#### **7.1 Salary Administration Policy**

The major objective of LSC's compensation and classification policy is to provide a system that will attract, motivate, and retain competent employees at all levels within LSC to assure accomplishment of the LSC mission. The policy is designed to pay employees an equitable salary based on the nature of the position, the employee's job-related qualifications, education and experience, performance of the assigned responsibilities, and internal and external equity, subject to budget constraints.

#### **7.2 Current Salary Classification Schedule**

The LSC Salary Classification Schedule is based on the concept of broad banding. It consists of five pay bands which have overlapping salary ranges. Employees will be compensated in accordance with the schedule, based on the classification level to which the position they hold is assigned. It should be noted however, that pursuant to the LSC Act, the core salary of officers and employees of LSC may not exceed Level V of the Federal Executive Schedule.

The salary classification schedule is reviewed annually and adjusted to assure external equity, subject to budgetary constraints as directed by the President.

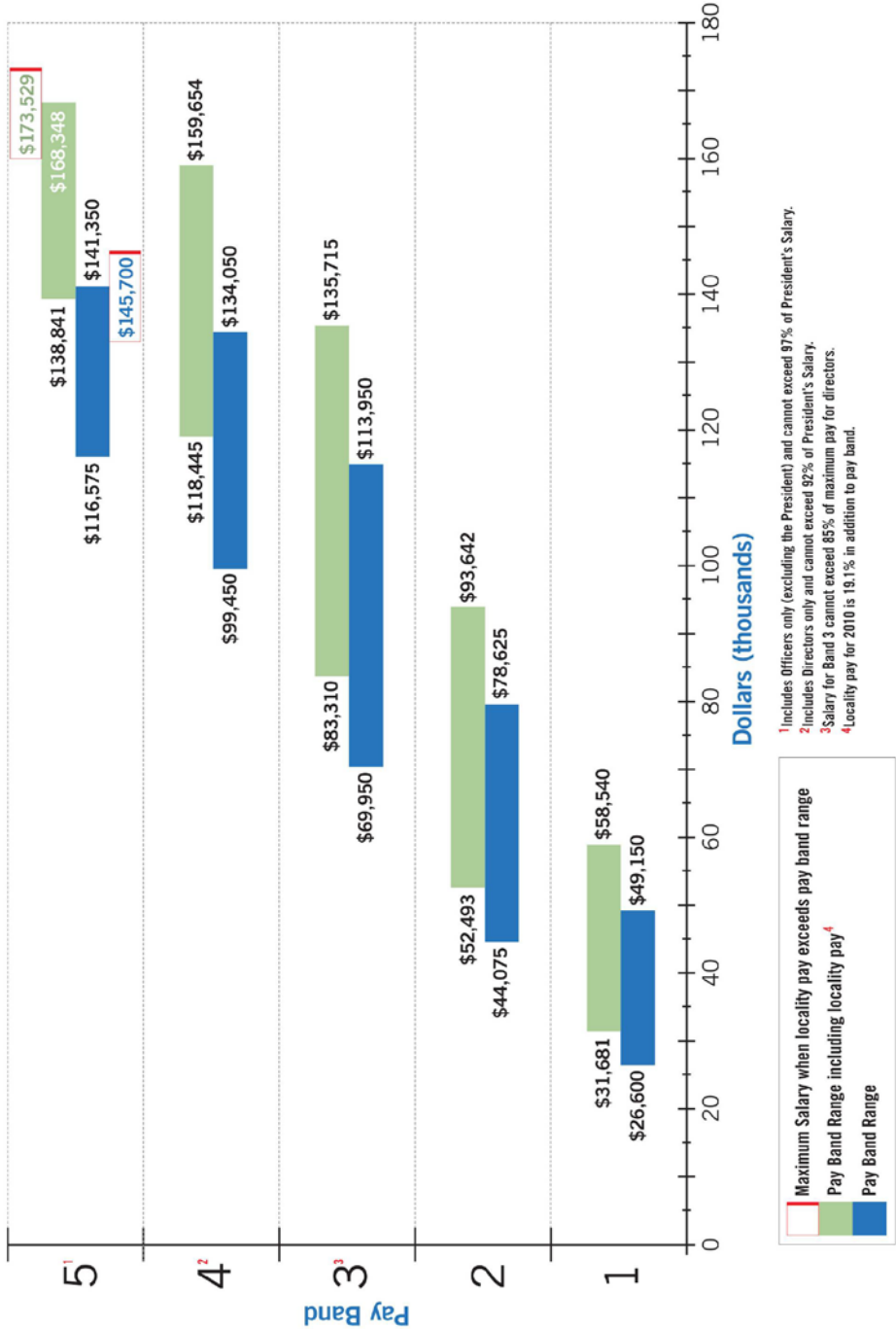


Positions are placed into an appropriate pay band based on the complexity and scope of the position and the required qualifications. The pay bands provide for a substantial pay range spread from the minimum to the maximum of the range. The breadth of the band provides a basis for salary progression based on an employee's job-related qualifications, education, experience, and performance, consistent with equity considerations and budget constraints.

### **7.3 Starting Salary**

The recommended starting salary of employees is determined by the Director of HR in conjunction with the respective office director and Vice President, subject to final approval by the CAO and the President.

Legal Services Salary Schedule for Year 2010



## **7.4 Locality Pay**

As a part of its compensation package, LSC pays locality pay, which is designed to help address a gap between federal and non-federal salaries in the Washington, DC metropolitan area. The annual percentage of increase in locality pay for federal employees is based on surveys of various metropolitan statistical areas throughout the U.S. LSC has adopted the use of locality pay to help bring its salaries in line with federal government and the private sector in the metropolitan area and to make it a more competitive employer. The percentage of locality pay paid to LSC employees is set by the President, after consultation with the IG; however, locality pay for the President and the IG is set by the Board of Directors.

## **7.5 Performance Pay**

Pay for performance will be granted annually in conjunction with an employee's performance appraisal (See Section 10).

The specific percentage of the performance pay will be set annually by the President, after consultation with the IG, taking into consideration the recommendations of the Director of Human Resources and the Chief Administrative Officer and the percent of the annual cost-of-living adjustment granted federal employees.

All pay increases will be subject to annual budget considerations and the discretion of the President and Inspector General.

The threshold for the percentage of increase associated with the respective performance ratings will be based on the annual percentage specified by the President after consultation with the IG. The following table assumes an annual minimum of two percent:

**Performance Pay Schedule**

Overall Performance Rating	Percent of Performance Pay (Total	Percent to be Added To Core Salary	Percent Paid as One-time Payment
Outstanding	4.0 – 5.0%	2.5%	1.5 – 2.5%
Superior	3.0 – 3.5%	2.0%	1.0 – 1.5%
Fully Successful	2.0 – 2.5%	1.5%	0.5 – 1.0%
Less Than Fully Successful	0%	0%	0%
Fails to Meet Requirements	0%	0%	0%

For employees whose salary is already at the maximum of their pay band, the total increase will be paid as a

one-time payment. Performance pay increases will be calculated as a percentage of core salary only.

## **7.6 Incentive Awards**

Separate from the annual employee performance appraisal, supervisors and managers have the flexibility to give timely cash awards as recognition for significant accomplishments and contributions to the mission of LSC subject to the approval of the President or the IG. Awards may be given in discretionary amounts up to \$5,000 to:

- Recognize performance that resulted in outstanding work products and services;
- Recognize employees who went above and beyond the normal scope of their jobs;
- Recognize significant cost-savings ideas and ideas that increased the efficiency and effectiveness of work processes or operations;
- Recognize and support outstanding individual and team performance; and
- Recognize professional achievements.

## **7.7 Other Salary Adjustments**

Other salary adjustments may be made in conjunction with a promotion or to ensure internal and external equity based on salary survey data or comparability to the salary paid other similarly situated positions. Such

adjustments are subject to management's discretion, and approval of the President.

## **7.8 Overtime Pay**

All employees who are non-exempt from the overtime provisions of the Fair Labor Standards Act will be paid for overtime worked in increments of fifteen minutes or more. The employee's supervisor may elect to offset the cost of the premium overtime through the use of the LSC "Time Off Plan (TOP)." In such instances, the employee must be paid for any hours in excess of the threshold for overtime, the week in which the overtime was earned. The employee's working hours will be reduced by one and one half hours for each overtime hour worked, or each increment thereof, during the same pay period the overtime hours are worked. This will result in the employee being paid for the same number of hours per pay period that are normally worked.

- (A) All overtime must be authorized in advance by the employee's supervisor on the Official LSC Advance Overtime Authorization Form.
- (B) Non-exempt employees who work a regular 37.5 hour week will be paid at time and one-half their regular hourly rate for all hours worked in excess of 37.5 hours per week, regardless of what days

of the week worked in a week or the hours of any specific work day.

- (C) Non-exempt employees who elect to work a compressed work schedule (CWS) will be paid at time and one-half of their regular hourly rate for each hour worked in excess of 40 hours per week. This is in keeping with the principle involved in CWS of working longer hours on fewer days of the week in order to have a day off during the pay period.
- (D) Use of the LSC "TOP" will be at management's discretion in consideration of the needs of the respective office. When a supervisor elects to reduce the employee's work schedule to offset the cost of the overtime, the employee's hours must be reduced at the rate of one and one-half hours for each overtime hour worked, or increment thereof, during the same pay period the hours are worked, pursuant to the "TOP."

For example, an employee who is regularly scheduled to work 37.5 hours per week works 2 hours overtime the first week in a pay period. The 2 hours will be recorded as overtime on the timesheet and the employee will be paid at the rate of one and one half times the regular hourly rate. The second week of the pay period, the employee's schedule will be reduced by 3 hours

and the employee will only work 34.5 hours that week. The total number of hours recorded as hours worked on the timesheet for the second week will be 34.5. Thus, the total hours recorded for the employee for the pay period is 74.0, 39.5 hours the first week, and 34.5 hours the second week. By paying premium overtime for the two hours the employee worked the first week, the employee will be paid a total of 75 hours for the pay period, the same number of hours regularly scheduled.

- (E) Non-exempt employees who are required to work or travel on LSC holidays will be paid double-time for each overtime hour worked. If the employee's supervisor elects to use the "TOP," the employee's working hours will be reduced during the same pay period, at a rate of twice the number of hours worked, or increment thereof, pursuant to the LSC "TOP".
- (F) For the purpose of calculating hours worked for overtime, only actual hours worked plus vacation hours and holidays will be considered. Time not worked, such as administrative leave, sick leave, personal leave, parental leave, and bereavement leave, etc., will not be counted in the calculation of overtime hours.



## **7.9 Travel Time**

- (A) Commuting time from home-to-work will not be counted as time worked.
- (B) If a non-exempt employee is required to be away from home on travel during hours other than they are regularly scheduled to work, the travel time, minus meal periods, will be counted as time worked, except in instances where the employee is “on call” during the meal periods, in which case the meal time will also be considered time worked.
- (C) Travel on LSC business during regular LSC work hours by both exempt and non-exempt employees will be considered time worked.
- (D) If an employee (exempt or non-exempt) requests permission to drive or use another mode of transportation on LSC business for personal convenience, only the time required for the most expeditious travel will be counted as time worked.

## **7.10 Compensatory Time**

Exempt employees, as defined by the Fair Labor Standards Act, are required to work the number of hours it takes to get the job done. However, in acknowledgment of the additional time commitment

required of employees to work and/or travel on weekends and holidays, exempt employees may accumulate compensatory time (comp time) for weekend and holiday work or travel, minus meal periods. Non-exempt employees do not receive compensatory time but are paid overtime instead.

Compensatory time may be earned by exempt employees on an hour-for-hour basis up to 7.5 hours per day, for time worked on weekends and on CWS days. Exempt employees who are required to work on a holiday may earn compensatory time on a time and one-half basis.

Subject to a supervisor's discretion, exempt employees may be given the flexibility to come in late or take a couple of hours off without charging leave in instances where the employee was in a travel status until late the night before or if the employee routinely works late and needs to take off an hour or two for a doctor or dental appointment or other personal business.

Exempt employees are responsible for tracking all compensatory time worked and for reporting and submitting it on a Compensatory Time Report Form to the office timekeeper. Such reports will then be submitted to the Office of Financial and Administrative Services (OFAS) by the respective timekeepers. OFAS will maintain the official compensatory time records.

Compensatory time must be used in the calendar year in which it is earned, except that comp time accumulated in the last quarter of the calendar year may be carried over to the next year but must be used by March 31 of that year. LSC does not ensure that an employee will be able to use all compensatory time accumulated. Use of comp time must be approved in advance by the employee's supervisor and may only be used at a mutually agreeable time. Payment will not be made for unused compensatory time.

### **7.11 Double Compensation**

Employees may not receive compensation from LSC and any other LSC-funded source for the same time period. Such funds will be recouped by LSC if in any instance a double payment occurs.

### **7.12 Severance Pay**

LSC provides severance pay upon termination only where a position is eliminated and no reassignment is offered. However, at the President's discretion, LSC may offer severance pay or other financial payments to employees facing separation of employment for other reasons. An employee who leaves LSC voluntarily or is terminated for reasons not related to the elimination of a position or a reduction-in-force will not be eligible for severance pay except in certain exceptional circumstances subject to approval by the President.

## **SECTION 8**

### **Payroll**

#### **8.1 Timekeeping**

Timesheets for non-exempt employees must show actual hours worked including any overtime for each day in the semi-monthly pay period along with any leave taken or other exceptions such as leave without pay, etc. Exempt employees must report only leave time taken.

Time reporting for holidays and any other leave taken will be based on the number of hours the employee is regularly scheduled to work on that specific day.

#### **8.2 Payroll Procedures**

The standard workweek is Monday-Friday. Employees will be paid at regular intervals in accordance with LSC policies as explained below. Non-exempt employees will receive a statement for each pay period showing actual hours worked, gross and net earnings, deductions, overtime pay, and their accrued and used leave balances as of that pay period and year-to-date. Exempt employees will receive a statement for each pay period showing gross and net earnings, deductions,

accrued and used leave balances for that pay period and year-to-date.

- (A) Employee paychecks are distributed on the 15th and the last day of the month. If payday falls on a holiday or weekend, checks are distributed on the last working day prior to the holiday or weekend.
- (B) Employees may elect to have direct deposit of their check to the financial institution of their choice, receive their paycheck at the office or have it mailed directly to their home. Appropriate written arrangements must be made with the Office of the Comptroller.
- (C) Exempt employees are paid on a current basis and non-exempt employees are paid on a two-week delayed basis. Leave is reported and recorded the following pay period for both employee groups. Temporary employees are paid on a delayed basis for the immediately preceding pay period.
- (D) Temporary Employees
  - 1) Timesheets for non-exempt temporary employees must show actual hours worked on a daily basis. Exempt temporary employees must report only time off and holidays taken.

- 2) A timesheet must be completed by each temporary employee and given to the respective timekeeper who will submit it to the supervisor on the 1st and 16th of each month for approval.

### **8.3 Payroll Deductions**

OHR will process all authorizations for deductions and changes in deductions for submission to the Office of the Comptroller. Voluntary deductions from an employee's paycheck are made only upon written authorization by the employee.

Listed below are the various deductions made by LSC:

#### **(A) Mandatory**

- 1) **Federal Income Tax:** The amount withheld is based on gross earnings, the individual's tax status, and the number of tax exemptions claimed by an individual as well as any elective salary reductions or deferrals for 403(b) contributions or the Flexible Benefits Plan.
- 2) **State Income Tax:** The amount withheld is based on the applicable state income tax, the individual's tax status, gross earnings, and the number of tax exemptions claimed as

well as any elective salary reductions or deferrals for 403(b) contributions or the Flexible Benefits Plan.

- 3) FICA Tax: Employees hired on or after January 1, 1984 are subject to FICA withholding at the mandatory rate.

(B) Voluntary (See Benefits Section for description of these benefits)

- 1) Health Insurance: Regular employees who elect to participate in a health benefits plan of their choice are subject to a payroll withholding of the employee's share of the designated monthly premium.
- 2) Life Insurance: Regular employees who elect to participate in a group life insurance plan are subject to a payroll withholding of the employee's share of the designated monthly premium.
- 3) Federal Thrift Savings Plan (TSP): Certain former federal employees are eligible to participate in the Thrift Savings Plan. Such employees may elect to make tax-deferred contributions **through payroll withholdings as specified in the Thrift Savings Plan.**

- 4) Retirement: All regular and temporary employees are eligible to participate in one of the retirement plans authorized by LSC.
- 5) Flexible Spending Account: All regular employees are eligible to participate in a Flexible Spending Account (FSA) administered by FlexAmerica. The FSA enables employees to pay for certain eligible out-of-pocket health care expenses such as medical, dental and prescription drug co-pays, the cost of eyeglasses, contact lenses or laser surgery, as well as some over-the-counter drugs, etc. on a pre-tax basis. Dependent care expenses for either childcare or eldercare may also be paid on a pre-tax basis through the FSA.

(C) Garnishment

An employee's wages may be garnished. Upon receipt of a properly executed court order, or a tax lien from the Internal Revenue Service (IRS), LSC is required to withhold a specified amount from an employee's earnings. The affected employee will be notified of the receipt of any such court order, the effective date, and the monetary effect it will have on the employee's earnings.



## **8.4 Salary Advances**

### **(A) Guidelines**

Employees may be granted a salary advance based on the following guidelines:

- 1) The employee is scheduled to go on leave, has accrued vacation leave to cover the absence, and is scheduled to be absent on payday.
- 2) The request must be approved in writing by the office director and submitted to Office of the Comptroller at least seven working days before the scheduled vacation, except in extraordinary circumstances.

### **(B) Emergency Salary Advance**

- 1) A salary advance may be granted in emergency situations upon receipt of a written request from the employee specifying the nature of the emergency. LSC defines an emergency as an event that an individual could not have anticipated. The request must be approved by the supervisor, the Director of HR, the Comptroller, and the CAO.

- 2) The salary advance may not exceed the amount earned during the pay period in which it is requested including the individual's accumulated vacation leave (up to a ten day maximum)
- 3) The amount advanced will be deducted from the employee's next two regular paychecks in amounts to be agreed to in advance.
- 4) Only one emergency salary advance may be granted in a calendar year. Exceptions to this policy may be made, subject to the approval of the President.



## **SECTION 9**

### **Employee Benefits**

#### **9.1 Holidays**

All full-time regular employees are eligible for all paid holidays observed by LSC as noted below. Temporary employees are eligible to be paid for holidays which fall on a day on which they are regularly scheduled to work.

LSC recognizes the following paid holidays:

- |                            |                               |
|----------------------------|-------------------------------|
| (1) New Year's Day         | (6) Labor Day                 |
| (2) Martin Luther King Day | (7) Columbus Day              |
| (3) President's Day        | (8) Thanksgiving Day          |
| (4) Memorial Day           | (9) Friday after Thanksgiving |
| (5) Independence Day       | (10) Christmas Day            |

Subject to the President's discretion, a bonus holiday may be granted on Christmas Eve or another time, and LSC offices may close at noon on Fridays before certain holidays.

Part-time regular and temporary employees are eligible to be paid on a pro-rata basis for the number of hours they would normally be scheduled to work on all LSC-observed holidays.

## **9.2 Vacation Leave**

All regular employees are eligible to accrue and use vacation leave from their date of hire based on the following criteria:

- (A) Full-time employees earn 4.69 hours per pay period during their first and second years of employment and 6.25 hours per pay period during their third and subsequent years of employment. Employees hired at Band 4 and above will earn 6.25 hours per pay period from the beginning of their employment.

Employees who are rehired by LSC will be credited with previous service towards vacation leave accrual.

- (B) Part-time employees earn vacation leave on a pro-rata basis, depending on the number of hours scheduled to be worked.
- (C) All requests to use vacation leave are subject to advance written approval by the employee's supervisor.
- (D) Employees on vacation are not expected to perform LSC work and may not be required to do so.

- (E) Vacation leave may be taken in full-day increments or in increments as small as 30 minutes
- (F) Vacation leave may be advanced up to the amount that would have been earned by the end of the calendar year in exceptional circumstances with approval of the office director and Director of HR. Under ordinary circumstances, repayment is made by future accruals of vacation leave. However, the employee will be required to sign an authorization to deduct the cash equivalent of any vacation advanced from the employee's final paycheck should the employee leave LSC's employ prior to the time such advance has been fully repaid.
- (G) Employees may carry-over up to 240 hours of unused accrued vacation leave per year. However in the interest of maintaining a highly productive workforce, LSC encourages employees to use at least some of their leave during each calendar year.
- (H) Employees will be compensated for up to a maximum of 240 hours of unused accrued vacation leave upon separation from employment with LSC.

### **9.3 Sick Leave**

All regular employees are eligible from their date of hire to accrue and use sick leave as follows:

- (A) Full-time regular employees accrue 4.07 hours per pay period. Part-time regular employees accrue sick leave on a pro-rata basis, depending on the number of hours worked.
- (B) Sick leave may be used for a personal illness or medical appointment or the illness or medical appointment of a family member.
- (C) Sick leave may be accrued and carried forward without limitation.
- (D) To the extent possible, sick leave should be scheduled in advance.
- (E) In accordance with LSC's Attendance Policy, a doctor's certificate may be requested for absences of three consecutive work days or more. Additionally, LSC may require a doctor's certificate for single-day absences where a pattern of excessive absenteeism is identified. In such instances, the certificate must be presented upon returning to work and must specify the dates the employee or a family member was ill or disabled and the return-to-work date.

- (F) The use of sick leave may be requested either in daily increments or in increments as small as 30 minutes.
- (G) Up to thirty (30) days sick leave may be advanced in a calendar year in exceptional circumstances with the approval of the office director and the Director of HR. Advancement of sick leave is appropriate only in situations where all of an individual's combined accrued sick and vacation leave has been exhausted. Repayment of the advanced sick leave will be made by future sick leave accruals.
- (H) Upon advancement of sick leave, an employee must authorize LSC to deduct from the final pay check any amount of leave that has not been fully repaid should employment terminate prior to fully repaying the advanced leave.
- (I) Upon termination, employees will not be paid for unused sick leave under any circumstances.

#### **9.4 Shared Leave**

- (A) Policy

The Legal Services Corporation (LSC) recognizes that employees may have a family health related emergency or a personal crisis that results in the need for additional time off in excess of their



available leave balances. To that end, the LSC Shared Leave Policy was developed to help reduce the stress associated with a personal crisis or health related emergency. In addition, the intent of this policy is to assist employees in situations that may have normally resulted in loss of pay for employees.

(B) Definitions

**Family Health Related Emergency** – Critical or catastrophic illness or injury of the employee or a family member that poses a threat to life, requires inpatient or hospice care, and/or causes a physical/mental impairment. Family member is defined as:

- 1) Spouse, and parents thereof;
- 2) Children, including adopted children, and spouses thereof;
- 3) Parents;
- 4) Brothers and sisters, and spouses thereof; and
- 5) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**Personal Crisis** – A personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the

employee's primary residence such as a fire or severe storm.

(C) Guidelines

- 1) Under the following conditions, an employee may be eligible to receive shared leave from other employees:
  - a. The employee faces a family health related emergency or an extended personal crisis;
  - b. The employee has less leave available, including time that will accrue during the crisis, than the anticipated time away from work when sick leave, vacation leave, personal leave and compensatory leave are combined; and
  - c. The Director of HR finds that the employee meets the above criteria for such sharing.
- 2) Employees desiring to share leave may share vacation leave up to a maximum of 50% of the leave the employee has available. No employee may share leave that reduces the employee's own vacation leave to less than 75 hours or combined sick and vacation leave to less than 150 hours.

- 3) Employees are prohibited from donating leave to their immediate supervisor or any member of management in their chain of command or coercing others to participate in the shared leave program.

(D) Approval Procedures

- 1) To request approval to receive shared leave, an employee must submit to the Director of HR a written request stating the nature of the crisis or emergency, and any available documentation, the extent of leave of each type that the employee has available and the length of absence that the employee anticipates, to the extent the length of the absence may be determined. The maximum amount of leave that an employee can receive for a personal illness is 30 days per occurrence, which would cover the elimination period for disability benefits.
- 2) The Director of HR will discuss the employee's need for leave with the supervisor upon receipt of the appropriate written consent from the employee, pursuant to requirements of the HIPAA Privacy Rule; discussion of personal health information (PHI) is prohibited without the expressed written authorization of the employee. In the event an employee elects not to provide

such written consent, the discussion with the supervisor will be limited to the fact that the employee has a family health related emergency or a personal crisis and needs to receive an estimated amount of shared leave.

- 3) The Director of HR will determine whether or not the person meets the eligibility criteria for shared leave and will inform the employee and the supervisor of the determination.
- 4) If the request is approved, the Director of HR will notify all LSC staff that the named employee has qualified for shared leave. Employees desiring to share leave must provide the Director of HR a written notice within 10 days that they are willing to share vacation leave and the specific amount of leave they are willing to share. The donor of shared leave may elect to remain anonymous and confidentiality will be maintained to the greatest extent possible.
- 5) The Director of HR will verify the availability of the leave and notify payroll to transfer the leave from the donor to the person approved to receive the leave. All related forms and documents will be maintained in the Office of Human Resources.

- 6) Once the employee receiving the shared leave returns to work, meets the elimination period for short-term or long-term disability under LSC benefit plans or leaves LSC employment, eligibility for shared leave terminates, and the Director of HR will review the employee's leave balances. If the employee's leave balance is more than the amount of leave available to them at the time the request for shared leave was made, the Director of HR will arrange to transfer a pro rata share of the leave donated back to all donors.
- 7) Employees of the Office of Inspector General (OIG) are eligible to share and receive approved shared leave from other OIG employees only, to maintain the independence of the OIG.

## **9.5 Other Paid Leave**

### **(A) Personal Leave**

Following completion of 90 days service, all regular full-time employees are eligible for 2 days of paid personal leave per year. Part-time employees are eligible for 7.5 hours of paid personal leave per year. Requests for personal leave must be approved in advance. Personal leave may not be carried over and will not be

compensated in the event an employee leaves LSC's employ prior to its being used.

(B) Bereavement Leave

All regular employees are eligible for up to five work days of paid leave for the death of an immediate family member, depending on whether the individual is responsible, in whole or in part, for making funeral and/or related arrangements, and whether distance and/or travel time is involved. Requests for bereavement leave must be submitted in writing to the office director and must provide sufficient information for the director to assess the appropriate amount of leave to be granted. To assure consistency in the application of this policy, directors should consult with OHR prior to approving the maximum number of days of bereavement leave.

(C) Administrative Leave

Administrative leave is paid leave for an excused absence such as: adverse weather, required court appearances, voting, or donating blood. All regular full and part-time employees are eligible for administrative leave. Requests must be submitted in advance to the office director (except in the case of adverse weather conditions) and approved by the Director of HR and the CAO. The maximum amount of administrative leave that

may be granted without approval of the President is five days per year.

(D) Jury Duty

Regular employees will be paid their salary for each day they are required to serve on jury duty. While on jury duty, employees also will remain eligible for all of their employee benefits. However, upon return to work the amount of any pay the employee received for jury duty (excluding allowances for meals, transportation, and other expenses) will be deducted from the employee's next regularly scheduled pay check.

(E) Parental Leave

Pursuant to the District of Columbia Parental Leave Act<sup>5</sup>, employees are eligible for up to 24 hours of parental leave each calendar year to attend or participate in school-related events directly involving their child. While the D.C. Parental Leave Act provides only for unpaid leave, LSC has elected to provide this leave as paid leave in an effort to encourage parental participation in such events.

---

<sup>5</sup>A parent is defined as the natural mother or father of a child; a person who has legal custody of a child; a person who acts as a guardian whether or not legally appointed; an aunt; an uncle; a grandparent of a child; and any person married to a person listed above.

(F) Military Leave

Pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), regular employees are eligible for military leave to fulfill obligations, such as reserve duty or emergency duty. While on military leave, an employee will continue to receive LSC pay and benefits for a period not to exceed thirty days. However, upon return to work the amount of military pay received will be deducted from the employee's pay. An employee may elect to take annual leave or leave without pay while on military leave and retain the full amount of military pay.

**9.6 Unpaid Leave**

LSC grants or recognizes several other categories of leave, as described below, reflecting both federal law and the law of the District of Columbia, as well as LSC policy. Except as noted otherwise, this is unpaid leave. LSC may change the terms and conditions of any such class of leave, and may require documentation of eligibility and other relevant information pursuant to legal requirements or LSC policy.

(A) Family and Medical Leave

Regular employees may take up to six months of leave per 24-month period for a personal or family



illness or disability, or the birth or adoption of a child. Any such leave will count against the permissible 16 weeks of personal or family leave per 24-month period as provided by the D.C. Family and Medical Leave Act (DCFMLA) and the 12 weeks of family and medical leave per year as provided by the Federal Family and Medical Leave Act (FMLA). All D.C. and federal leave entitlements run concurrently.<sup>6</sup>

Requests for family or medical leave involving a serious illness or disability should be submitted thirty (30) days in advance if the employee is aware of the need for such leave in advance. In the event of a medical emergency or other situation where the need for leave is not known in advance, the employee should provide notice as soon as practicable. As required by law, all requests for family medical leave must be supported by a certificate issued by the health care provider of the employee or family member.

---

<sup>6</sup>Immediate family member is defined as an employee's child, stepchild, spouse, parent, stepparent, legal guardian, ward, grandparent, grandchild, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and person with whom the employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship and that person's immediate family.

Employees may elect to use either sick or vacation leave in conjunction with family medical leave in order to remain in a pay status. In such case, vacation and sick leave will continue to accrue. If the employee is in a leave without pay status, there will be no further accrual of vacation or sick leave until the employee returns to a pay status.

Upon return to work from family or medical leave, an employee must submit a doctor's release to return to work. The employee will, in most cases, return to the position held at the time leave was taken. If that position is not available, the employee will return to a position of the same classification and pay level.

(B) Leave Without Pay

Except as provided by the federal or D.C. Family and Medical Leave Acts, LSC discourages the use of LWOP. Such requests will, however, be considered in extraordinary circumstances. In such cases, regular employees may request up to six months leave without pay (LWOP) per 24-month period. However, LSC discourages the use of LWOP except in extraordinary circumstances other than leave requested pursuant to the federal or D.C. Family and Medical Leave Act. Authorization of leave without pay is a matter of management discretion.

Requests for leave without pay must be approved by the office director, Vice President, and the Chief Administrative Officer. Benefits coverage will continue for an employee on leave without pay provided the employee continues to pay the employee portion of any premiums due. Employees on LWOP will not accrue vacation or sick leave while in a non-pay status.

## **9.7 Veteran's Employment and Reemployment Rights Policy**

LSC conforms to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). More information on these requirements is available from OHR (also see Section 9.5 (F)).

## **9.8 LSC Benefits Disclosure**

LSC is committed to providing a full-service benefits program for its employees. However, as permissible by law, LSC retains the right to amend, suspend or terminate any benefit plan when it determines it is in the best interests of LSC to do so.

### **(A) Benefit Programs**

Regular employees have the opportunity to participate in the following benefit plans:

- Health Insurance
- Retirement
- Thrift Savings Plan
- Employee Assistance Program
- Business Travel Accidental Death and Dismemberment
- Workers' Compensation
- Short & Long-term Disability
- Transportation Allowance Benefit
- Business Travel Accidental Life Insurance
- Dental Insurance
- Health Club membership

(B) Administrative Compliance

All federal benefits are administered in accordance with federal regulations. LSC's private benefit plans are administered in accordance with the provisions of the respective plan documents.

(C) Limitation Based Upon Plan Documents

This summary is provided for informational purposes only. Specific benefit plans are administered in accordance with the respective plan document and may be subject to periodic change. Except as provided by law, LSC is bound by the provisions of each plan as described in the respective governing plan

document. Employees should refer individual questions about benefits to OHR.

## **9.9 Employee Insurance Benefits**

LSC provides comprehensive insurance benefits for employees as summarized below:

### **(A) Health Insurance**

Effective on the date of hire, regular employees who work at least 30 hours per week are eligible for coverage for the employee, spouse, and dependent children on a shared cost basis. Continuation of health benefits upon termination or other qualifying event is available to participants of the LSC Health Benefits Plan under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). Federal Employee Health Benefits (FEHB) participants are eligible for continuation of health insurance under the Federal Temporary Continuation of Coverage Plan (TCC). Employees participating in a health insurance plan of a former employer or a spouse's former employer rather than the LSC plan are eligible for reimbursement of their health care premium up to the share of the premium that LSC would pay if that employee were participating in the LSC Health Benefits Plan.

More detailed information on health insurance benefits and continuation of coverage is available in the respective Summary Plan Descriptions, copies of which are available in OHR.

(B) Dental Insurance

Effective on the date of hire, regular employees who work at least 30 hours per week are eligible for coverage for the employee, spouse, and eligible dependent children. The total cost of this coverage is fully paid by LSC.

Dental coverage for the employee and all covered dependents is subject to COBRA continuation of coverage upon termination of employment or other qualifying event. More detailed information is available in the Summary Plan Description, copies of which are available in OHR.

C) Disability Insurance Coverage

Effective on the date of hire, regular employees who work at least 30 hours per week are eligible for LSC's short and long-term disability insurance coverage plans, which provide partial income protection in the event an employee is totally disabled by an accident or illness that prohibits them from working. The cost is fully paid by LSC.

Disability coverage is not subject to COBRA continuation of coverage. More detailed information is available in the respective Summary Plan Descriptions available in OHR.

(D) Term Life Insurance

Effective on the date of hire, regular employees who work at least 30 hours per week are eligible for basic term life insurance, plus accidental death and dismemberment benefits payable to the employee's designated beneficiary on a shared cost basis. Additional optional coverage is available at full cost to the employee.

(E) Business Travel Accidental Death and Dismemberment Insurance

Business Travel Accidental Death and Dismemberment Insurance is an LSC-paid benefit that provides coverage for accidental loss of life or the full or partial loss of various members of the body while on business travel for LSC.

(F) Workers' Compensation

Effective on the date of hire, all employees are covered by workers' compensation in accordance with the Federal Employees' Compensation Act (FECA) which provides compensation and medical benefits for disability due to personal

injury sustained while in the performance of duty or due to an employment-related disease. Workers' compensation also provides the payment of benefits to dependents in the event an injury or disease causes the employee's death.

**NOTE: ALL WORK-RELATED ACCIDENTS MUST BE REPORTED TO THE BENEFITS MANAGER OR AN OHR STAFF MEMBER IMMEDIATELY UPON OCCURRENCE.**

## **9.10 Other Benefit Programs**

### **(A) Retirement**

Employees hired prior to 1984 and eligible former federal employees commencing employment with LSC on or after January 1, 1984 and prior to October 1, 1988 are covered by the Civil Service Retirement System (CSRS). Employees hired on or after January 1, 1984 and before January 1, 1988 are covered by the Civil Service Retirement System Offset. CSRS and CSRS Offset employees are eligible to join the federal Thrift Savings Plan, a tax deferred savings plan.

Both LSC and the employee contribute to the CSRS and CSRS offset retirement plans.



Employees hired, transferred or otherwise commencing employment with LSC on or after October 1, 1988 are covered by LSC's private 403(b) Thrift Plan for Employees of the Legal Services Corporation. Regular and temporary employees are eligible to participate in the 403(b) Thrift Plan **as specified by the Summary Plan Description or the Plan Document.**

LSC makes a contribution on behalf of participants in the 403(b) Thrift Savings Plan and participants in this plan may elect to contribute to the plan on a tax-deferred basis through payroll deductions.

**(B)**    Employee Assistance Program

The Employee Assistance Program (EAP) is a confidential counseling and referral service available to all regular employees and eligible members of their immediate household who may be experiencing work-related or personal problems. The cost of this benefit is fully paid by LSC.

**(C)**    Transportation Allowance Benefit

LSC provides eligible employees parking premiums or Metro System fares through a qualified Transportation Allowance Benefit (TAB)

to reduce commuting costs and improve the quality of the environment.

(D) Employee Wellness Program

LSC recognizes the need for employees to be able to balance work and life priorities. LSC's Work/Life Initiatives Program is designed to educate employees about work and life issues by providing tools and resources regarding emotional well-being, nutrition and fitness, employee health, and family issues. Through this program, several screenings and informational sessions are made available to LSC employees. Some of these programs include blood pressure screenings, flu vaccinations, health seminars, and ergonomic awareness programs.

(E) Fitness Memberships

In the interest of employee health and welfare LSC encourages employees to participate in health and fitness activities. Regular employees are eligible to be reimbursed up to \$20 per month for health club memberships upon receipt of appropriate documentation. Such documentation must be submitted to OHR for approval.

## **SECTION 10**

### **Performance Management**

#### **10.1 LSC Performance Management Policy**

Timely and accurate evaluation of employee performance is essential for assuring that each employee makes a maximum contribution to achieving LSC's mission, as well as for enhancing career development for individual employees. LSC's overall performance management policies and the procedures applied to individual employee appraisals are an integral, positive component of LSC's human resources management process. Although overall direction of the performance management system is the responsibility of OHR, supervisors have the responsibility to assure that the employees for whom they are responsible are evaluated regularly under clearly articulated standards and counseled when necessary in regard to performance or conduct matters that affect job effectiveness. Supervisors and managers are responsible for assuring that evaluations are objective and the criteria evenly applied to all employees being evaluated.

Evaluation of the performance of the President and the IG is the responsibility of the Board of Directors which may modify the evaluation provisions set forth herein.

## **10.2 Initial Review**

New employees will receive an initial evaluation by their supervisors after the first 90 days of employment. OHR will provide a form for the supervisor to complete, and the completed form will be reviewed and signed by the appropriate Vice President or the CAO. The employee will receive a copy of the completed form.

## **10.3 Work Plans**

Each year, supervisors will assure that each employee they supervise will have a work plan for the year, to include the tasks to be performed or the results to be achieved during the year; the goal, objective, and strategy in LSC Strategic Directions or the OIG Strategic Plan which the task or result is related to; the timeline for completion of the task or achievement of the result; and a statement of development objectives for the employee during the year. The supervisor and the employee will meet to discuss the work plan and development objectives, modify as appropriate, and both sign the work plan. Supervisors will review work plans with employees at least once during the year and modify work plans as necessary, based on major new assignments or unexpected challenges. Copies of work

plans are to be maintained both by the employee and the supervisor.

## **10.4 Performance Standards**

Performance standards are composed of critical elements for each position based on the principal duties described in the position description and the expectations of the employee's work plan. Based on the specific standards for the position, employees will be evaluated on standards such as quantity and quality of work, timeliness in completing assignments, cooperation in completing assignments, initiative and reliability, exercise of judgment, acceptance of responsibility, and achievement of the tasks and results set forth in the work plan. The standards for managers will include the on-time completion of the performance appraisals of their staffs.

## **10.5 Performance Appraisal Cycle**

To assure employees have a clear understanding of job requirements, supervisors are responsible for discussing with each employee at the beginning of the year the work plan for that year and the criteria on which the next performance appraisal will be based. During that discussion, the employee will receive a copy of the work plan and the performance standards for the position. Both the employee and the supervisor must

sign the performance standards to document the discussion.

Each employee's performance will be evaluated annually at the beginning of the calendar year, by the employee's supervisor of record, based on job performance for the previous calendar year. In cases in which an employee has not been in the same position for the entire year, or when an employee has changed supervisors during the year, the supervisor of record will prepare the evaluation with input from others who supervised the employee during the evaluation period.

Prior to conducting an appraisal conference with an employee, the supervisor will meet with the next higher level manager to discuss the performance of the employee being rated. The supervisor will then complete a draft of LSC's official Performance Appraisal form (see Section 10.6(C)) and conduct a formal conference with the employee to discuss job performance. After the discussion, the supervisor may modify the draft performance appraisal if deemed appropriate, will prepare the final form, and both supervisor and employee will sign the form.

Employees who desire to submit additional comments may add their own comments within 10 days of the conference.

Before final submission of the appraisal to OHR, each performance appraisal will be reviewed and signed by the higher level manager in LSC. The appraisal will be returned to the supervisor and discussed with the employee if there are any changes. The employee may add their comments before the appraisal is forwarded to OHR to become part of the employee's permanent record. A copy of the appraisal with all required signatures will be sent to the employee by OHR.

Completed appraisals are due March 31 of each year and will become a part of each employee's permanent record. Appraisals will be used for performance pay (see Section 7.5), career development and training, and performance improvement planning.

In addition to the formal performance appraisal conference held each year, supervisors will also confer with employees on a semiannual basis to discuss job performance, noting both accomplishments and potential performance problems. The date of the conference will be documented in writing by the supervisor for the supervisor's records but no documentation concerning the substance of the conference will be forwarded to OHR for the employee's personnel file.

## **10.6 Performance Elements and Rating Procedures**

The following steps are to be followed in developing performance standards:

- (A) Identify the "critical elements" that relate directly to the most important duties and responsibilities performed by the incumbent of the position. There should be an uneven number of critical elements with no fewer than three for each position. The critical elements should include a reference to the achievement of the tasks of the employee's work plan.
- (B) Each critical element will be evaluated using the following ratings:
  - 1) Outstanding – Employee far exceeds performance requirements with respect to quality, quantity, and timeliness; results far exceed the results specified in the workplan; and employee has demonstrated exceptional initiative in work plan tasks and in special projects.
  - 2) Superior - Employee performs at a level that consistently exceeds performance requirements with respect to quality, quantity, and timeliness. Results



consistently exceed the results specified in the workplan.

- 3) Fully Successful – Employee consistently meets performance requirements with respect to quality, quantity, and timeliness. Results consistently meet the results specified in the workplan.
  - 4) Less Than Fully Successful – Employee's performance does not always meet minimum requirements for quality, quantity, and timeliness. Inconsistent results are achieved with respect to assignments and the results specified in the workplan.
  - 5) Fails to Meet Requirements – Employee's performance demonstrates a lack of the knowledge, skills and ability to meet the requirements of the position. A pattern of unacceptable results has been demonstrated in quality, quantity, or timeliness, along with general failure to meet the results specified in the workplan.
- (C) The ratings on each critical elements are then combined to produce a final performance rating on the same five-level scale using the following form:



## Legal Services Corporation Annual Performance Appraisal Form

Employee's Name:

Office:

Rating Period:

From: \_\_\_\_\_

To: \_\_\_\_\_

Position Title:

Supervisor's Name:

Supervisor's Title:

### Overall Performance Rating



**Outstanding** – Employee far exceeds performance requirements with respect to quality, quantity, and timeliness; results far exceed the results specified in the work plan; and employee has demonstrated exceptional initiative in work plan tasks and in special projects.



**Superior** – Employee performs at a level that consistently exceeds performance requirements with respect to quality, quantity, and timeliness. Results consistently exceed the results specified in the work plan.



**Fully Successful** – Employee consistently meets performance requirements with respect to quality, quantity, and timeliness. Results consistently meet the results specified in the work plan.



**Less Than Fully Successful** – Employee's performance does not always meet minimum requirements for quality, quantity, and timeliness. Inconsistent results are achieved with respect to assignments and the results specified in the work plan.



**Fails to Meet Requirements** – Employee's performance demonstrates a lack of the knowledge, skills and ability to meet the requirements of the position. A pattern of unacceptable results has been demonstrated in quality, quantity, or timeliness, along with general failure to meet the results specified in the work plan.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Employee checks the appropriate box(es)

- ☐ I acknowledge that I have had an opportunity to discuss this appraisal with my supervisor.
- ☐ I disagree with the appraisal and have provided my comments on the attached sheet or will be providing written comments to my supervisor.

---

Employee's Signature

Date

---

Manager's Signature

Title

Date

---

Director, OHR (Signature & Date)

White (Employee)    Yellow (Personnel)    Pink (Supervisor)  
Revised: January 2007

## **10.7 Performance Improvement Plans**

The purpose of a Performance Improvement Plan (PIP) is to assist an employee in improving performance that fails to meet the requirements for the position as well as providing the supervisor a procedure to assist the employee to improve performance and become more productive. The implementation of a PIP is discretionary on the part of LSC and not required. A PIP may be appropriate when an employee receives an overall performance rating of “Less Than Fully Successful” or in any instance in which the supervisor identifies a substantial decline in the employee’s overall performance. While placing an employee on a PIP is intended to provide support and assistance to the employee, failure on the employee’s part to participate in the plan or to satisfactorily meet the objectives of the PIP will result in termination of employment.

The employee will be requested to acknowledge receipt of a copy of the PIP by signing the memorandum provided by the supervisor. If the employee refuses to sign the memorandum, the supervisor should so note and give the employee a copy of the memorandum containing this notation. The employee may then submit comments regarding the refusal to sign the PIP. The employee’s comments and a copy of the PIP will be placed in the employee’s personnel file.

The supervisor will be responsible for providing the employee feedback regarding progress on a regular basis during the period of the PIP. The PIP may be extended an additional thirty (30) days if the employee is making significant progress but more time is needed to achieve all of the objectives of the Plan.

Upon satisfactorily meeting the objectives of the PIP, the employee will be eligible to receive any salary increase for which they would otherwise have been eligible while they were on the PIP; however, the effective date will be the date the objectives of the PIP were satisfactorily met.

If the employee refuses to participate in the PIP or fails to satisfactorily meet the objectives of the PIP, employment will be terminated.



# **SECTION 11**

## **Employee Relations**

### **11.1 Employee Development**

LSC encourages the professional development of employees to enhance their knowledge, proficiency, and productivity and to prepare them for additional responsibilities or advancement within LSC.

As part of the annual performance appraisal process, supervisors will work with employees to determine training and career development needs. These determinations will be reflected in specific plans for career development. Training will be available subject to the following conditions:

- (A) Training events supported by LSC are generally short term and may be on-site web-based training or require attendance off-site at a conference or seminar. Examples of training are formal courses, seminars, and meetings of professional associations.
- (B) Attendance must be approved in advance by the respective office director. Factors to be considered in approving requests for training will include prior training accorded the employee,

other requests within the office, the workload of both the employee and the office, and the availability of funds within the office for training.

- (C) Travel and subsistence expenses related to training events will be paid in accordance with LSC procedures.
- (D) Training participation will be documented and will become part of each employee's official personnel records.
- (E) Employees will be encouraged to participate in training/career development in coordination with balancing the demands of their responsibilities.

## **11.2 Professional Licenses, Dues and Meetings**

To the extent permitted by law, it is the policy of LSC to pay professional dues, licenses and meeting fees for employees in accordance with the following guidelines:

- (A) One license fee annually for the LSC President, who is required to be "... a member of the bar...@ (42 USC 2996d).
- (B) Licensing fees for those employees whose position description requires that they be licensed to practice law in the District of Columbia. These employees will include the General Counsel and



employees in the Office of the Legal Affairs and Office of the Inspector General who are required to be licensed to practice law in the District of Columbia.

- (C) Relevant licensing fees for those employees whose position descriptions require that they have other advanced certifications and/or licenses, e.g. CPA. This will include the Comptroller/Treasurer
- (D) Fees for attendance at meetings/seminars when LSC will benefit from the employee's participation in such activity.
  - 1) The request to participate in the activity must be approved by the employee's supervisor who will forward a copy of the approved request and all supporting documentation to the Office of the Comptroller for payment;
  - 2) Travel and subsistence expenses related to attendance at such meetings will be paid in accordance with relevant LSC procedures.
- (E) LSC is not permitted by law to pay for dues to private or not-for-profit organizations.

### **11.3 Workplace Health and Safety Policy**

LSC is committed to maintaining a healthy and safe work environment through the adoption of safe working practices and standards and the prevention of injury, loss, and ill health. LSC's safety performance will be the measure of success.

Safety is achieved when risks are properly assessed and managed and the work environment is free from recognized hazards. It is the responsibility of senior management to create the safe work environment that is required by law. LSC requires employees at all levels to be responsible for the prevention of job-related injuries and illnesses and environmental accidents, through good judgment and careful attention to the practice of safety.

Employees who observe a workplace safety hazard or experience an on the job accident must report the hazard or the accident to OHR, which will follow up on the report.

### **11.4 Grievance Procedure**

LSC recognizes that it is in the interests both of employees and LSC to have an effective system of employee relations. This includes an efficient system for resolving disputes between LSC and employees. The grievance procedure is as follows:

Step 1: The employee should try to resolve the grievance through discussion with the immediate supervisor within five working days of the occurrence. A grievance against the immediate supervisor may be initiated at Step 3.

Step 2: If after discussion no resolution is obtained, the employee should submit a written grievance to the immediate supervisor within five working days of notification that the matter cannot be resolved informally. The grievance should state the nature of the complaint, the facts in support of the claim and the relief requested. The supervisor should attempt to resolve the matter by speaking with respondent as soon as possible, and preparing a written response to the employee, normally within five working days.

Step 3: If an employee is not satisfied with the decision in Step 2, or if the grievance is against the immediate supervisor, the employee must submit the grievance in writing to the office director within five working days of notification that the matter cannot be resolved at Step 2. The office director will discuss the facts alleged with

the employee and the supervisor and provide them with a written response to the grievance as soon as possible, normally within five working days of receipt of the grievance.

Step 4: If an employee is not satisfied with the decision in Step 3, or if the grievance is against the office director, the employee must submit the grievance in writing to OHR within five working days. OHR will review all written documentation related to the grievance, normally within 20 working days, and assist the employee, immediate supervisor, and office director in efforts to resolve the matter. OHR must prepare a written summary of findings. The summary will include the recommendations of OHR. Copies of all written material will be retained in the employee grievance file maintained by OHR. If the matter is resolved, all parties involved must acknowledge the resolution by initialing the summary. If the matter is not resolved and Step 5 of this procedure is invoked, the summary and OHR's recommendation for

resolution will be forwarded with any other necessary documentation to the President.<sup>9</sup>

Step 5: If an employee is not satisfied with the results of Step 4, the employee must submit the grievance in writing through OHR within ten working days to the President. The President, or the President's designee, will review the written documentation. At the President's or designee's discretion, the case may be discussed with the appropriate individuals. All parties to the grievance will be advised of the decision as soon as possible, normally within ten working days of receipt of the grievance, and all necessary documents and/or evidence in connection therewith will be deposited with OHR. The decision of the President will be final and in writing. If within 10 days the President does not act nor extends the time period for review, the recommendation of OHR will be adopted as the final resolution.

---

<sup>9</sup> If the grievance is against the Director of HR, upon completion of steps 1, 2, and 3, the employee must submit the grievance in writing to the Chief Administrative Officer, and the Chief Administrative Officer will perform the responsibilities of OHR for this grievance.

The time periods set forth in this procedure are guidelines established to effect a prompt resolution of work-related disputes and, therefore, may be extended or waived in accordance with business needs. For OIG employees, only steps 1, 2, and 5 are applicable.

If the grievance is against the President or the IG, the following steps will be followed in accordance with Board Resolution #97-005 (see Appendix F):

Step 1: The grievance will be filed with the Director of the OHR, who will immediately transmit the grievance to the Chairman of the Board of Directors or his/her nominee and a copy to the President or the IG as the case may be.

Step 2: The Chairman or his/her nominee will determine whether the charge warrants Board action and is within the power of the Board to resolve.

Step 3: If the determination is that the charge is not appropriate for Board action, the grievance will be dismissed.

Step 4: If the Chairman or his/her nominee determines that further consideration is appropriate, he/she will refer the matter either to the Board for its action or to a

neutral party who will be authorized to ascertain the facts involved in the dispute and make a report to the Board.

Step 5: In either case, the Board will not later than 60 days after the grievance is filed or at the next scheduled Board meeting, whichever is later, take such action as it deems appropriate.

OHR will maintain records of all written grievances and their disposition.

## **11.5 Equal Opportunity Complaint Procedure**

Persons who believe they have been subjected to discrimination in employment by LSC on the basis of race, gender, sexual orientation, age, color, national origin, religion, disability, or any other basis prohibited by law, may file a complaint with the Director of HR. In the event the complaint names the Director of HR, it will be referred to the Chief Administrative Officer. In the event the complaint names the President or IG, it will be referred to the Chairman of the LSC Board of Directors. LSC strictly prohibits retaliation against anyone filing a complaint of discrimination, or against anyone participating in the investigation of such a complaint.

Employment practices and conditions subject to equal opportunity policies are as defined by law. This

includes, but is not limited to: recruitment, selection, hiring, training, suspension, compensation equity, benefits, promotion, transfer, and termination. Harassment on the basis of race, sex, or ethnicity or for any other reason is strictly prohibited (see *Section 2.3*).

Voluntary conciliation without the allocation of fault is an appropriate means for resolution of complaints of discrimination at any time. However, employees who believe that they have been subjected to discriminatory personnel policies or actions by LSC may request an inquiry into such policies, or actions by formal or informal means or may utilize the following Complaint Procedure.

(A) Resolution of Complaints

LSC recommends that employees first attempt to have their complaints resolved through informal conciliation efforts. Complaints may be made informally when the complainant wishes to solicit in confidence the advice or assistance of the Director of HR.

(B) Informal Complaint

- 1) The employee should inform the Director of HR of such complaints within ten working days after the date of the discovery of the alleged discriminatory action. If a



discrimination complaint names the Director of HR, it should be directed to the Chief Administrative Officer.

- 2) The Director of HR will make whatever inquiry is necessary into the matter and, with the complainant's authorization, seek a solution on an informal basis.
- 3) An informal complaint will not bar the subsequent submission of a formal complaint.

(C) Formal Complaint

- 1) A formal complaint must be filed with the Director of HR within ten working days after the discovery of the alleged discriminatory act or, if an informal complaint has been filed, within five working days after the complainant has been informed by the Director of HR that efforts at informal resolution have been unsuccessful. It is the responsibility of the Director of HR to inform the complainant that the use of this procedure does not preclude the complainant from filing a complaint with the U.S. Equal Employment Opportunity Commission (EEOC) or with the local fair employment practices agency.

- 2) Each formal complaint should be submitted in writing and signed by the complainant and should specifically state the date, the individual(s) involved, and the nature of the alleged act of discrimination.
- 3) Within two working days of the receipt of the complaint, the Director of HR will acknowledge receipt of the complaint by making the following written disclosure to the complainant and respondent (for the purposes of this section, respondent means LSC and/or the individual named in the complaint.):
  - a. That the complainant may have legal rights under: Title VII of the Civil Rights Act of 1964 and 1991; the Pregnancy Discrimination Act; the Equal Pay Act; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act; The Americans with Disability Act and/or local and state civil rights acts (as appropriate);
  - b. That the law and LSC policy expressly prohibit retaliation against any person who makes a complaint of discrimination

or participates in an investigation pursuant thereto;

- c. That the selection of LSC's Equal Opportunity complaint procedure does not constitute a waiver of any legal or administrative remedy; and
- d. That the respondent has been advised of the charge and has been provided a copy of the complaint.

(D) Fact Finding of Complaints:

- 1) The Director of HR will promptly conduct a fact finding of all formal complaints of discrimination alleged against LSC. If the complaint is against the Director of HR or the Chief Administrative Officer, an appropriate official may be used to perform the duties of the Director of HR.
- 2) The Director of HR will interview the complainant, the respondent, and all other personnel who may be able to provide relevant information, including all persons suggested as witnesses by either side who have first hand knowledge of the situation.

- 3) The Director of HR will seek and receive all data, records, and material necessary to conduct the fact finding.
- 4) The Director of HR will receive and consider all documents offered by either party.
- 5) The fact finding will be completed, except in extraordinary circumstances, within 30 working days of receipt of the formal charge.
- 6) At the conclusion of the fact finding, the Director of HR will compile or have compiled and furnish to each party a report outlining the charge, the findings, and the resolution.

(E) Conciliation

Within ten working days after the submission of the report described above, the Director of HR will conduct a conciliation conference with the parties, if the Director deems it appropriate.

(F) Mediation

- 1) If conciliation or other resolution fails, either the complainant or respondent may request that LSC engage a professional mediator to assist in resolving the matter. A mutually agreed upon mediator will be engaged by

LSC within five working days of receipt of the request. LSC will bear the total cost of administrative and mediation fees up to a maximum of \$1,800.

- 2) Two mediation sessions prior to the time the mediation fees reach the maximum level, the complainant will be notified by the Director of HR that if the matter is not resolved by the close of the final paid mediation session, the complainant will be responsible for one-half of the mediation fees from that date until the conclusion of the mediation process, if the complainant elects to continue the process. Additionally, the complainant will be notified by the Director of HR that if the parties are unsuccessful in reaching a mutual resolution of the matter at this point in the process and the complainant elects not to continue mediation of the matter at their own expense, LSC will adopt the resolution it deems most appropriate at the conclusion of the process.

Should LSC adopt a resolution of the matter without mediation reaching a mutual resolution, the complainant may then appeal this decision within five working days to the President of LSC, who may affirm, amend or modify the decision. The decision will become final if a rejection or modification is

not made by the President within ten working days of the appeal.

To demonstrate good faith in the process, both parties will sign an agreement at the commencement of the mediation process that they agree to abide by the mutually agreed upon resolution, recognizing, however, that participation in this process does not preclude an employee's right to file a complaint with the EEOC or local fair employment practices agency. The agreement will specify that in the event such a complaint is filed, the mutually agreed upon resolution will continue in effect during the EEOC review of the complaint and until or unless invalidated or superseded by the enforcement agency.

The time periods specified in each procedure outlined in this section are guidelines only, established to effect the prompt investigation and timely resolution of complaints of discrimination. They may be adjusted as needed in exceptional circumstances or as business needs require.

While LSC is committed to prohibiting all types of discrimination and encourages employees to report such actions promptly, the filing of claims that lack any factual basis

for what appears to be personal motives will not be tolerated. In such cases, individuals will be subject to appropriate disciplinary action.

## **11.6 Personnel Records**

OHR is responsible for maintaining personnel records. All records are the property of LSC. Records are maintained subject to the following guidelines:

- (A) Each employee's personnel file will contain only information needed by LSC or required by law. This information includes:
  - a. Application, resume, hiring memo, and official offer letter
  - b. Payroll information and payroll deduction authorizations
  - c. Performance appraisals and disciplinary action records
  - d. Position and salary changes
  - e. Letters of commendation and training certificates
  - f. Records pertaining to a leave of absence or leave without pay.
- (B) Each personnel file will be reviewed periodically to insure that the file contains only information relevant to the individual's employment with LSC.

Irrelevant or obsolete material will be removed from the file.

- (C) Employees are entitled to review their personnel files in the presence of a representative of OHR. Any employee wishing to do so should schedule an appropriate time with OHR.
- (D) Employees are entitled to a copy of their personnel file. An employee who would like a copy of the personnel file should send a written memorandum to OHR.
- (E) If an employee believes the file contains material that is irrelevant or inaccurate, they may submit a written request to the Director of HR to have the material removed from the file or have additional material inserted. The Director of HR will determine whether such action is appropriate and notify the employee of the action taken.
- (F) It is each employee's responsibility to inform OHR in writing of any personal changes that could affect timely and accurate administration of personnel and payroll systems. This includes:
  - a. Name
  - b. Address
  - c. Marital status
  - d. Number of dependents



- e. Beneficiary designations
  - f. Person(s) to notify in case of emergency.
- (G) Apart from the employee, access to personnel files without a signed release from the employee is limited to the employee's supervisor, office director, the Chief Administrative Officer, the appropriate Vice President, the President, the IG for OIG employees, and authorized OHR personnel and OIG personnel when related to official inquiries.

## **11.7 Electronic Equipment Use Policy**

To ensure that computer, telephone and electronic communication systems and business equipment are properly used to promote LSC's business interests by LSC employees and other authorized users, LSC has an ePolicy that applies to all LSC provided electronic and telephone communication systems, computers, PDAs or other handheld electronics, and other business equipment, including voice mail, cell phones, email, Internet access, fax machines and other business devices. It also applies to any information transmitted by, received from, or stored in such equipment. All such devices and communications are subject to review and examination. Accordingly, employees and other users have no expectation of privacy in the use of these systems or in any messages or materials transmitted, received, created and/or stored on or with LSC

equipment. The full policy is maintained on LSC's intranet at <http://intranet/oit/epolicy.html> and is found in Appendix E. LSC has the sole discretion to determine violations of this policy and to make changes to the policy as deemed necessary.

## **11.8 Drug-free Workplace Policy**

LSC requires a drug-free workplace. Therefore, the possession, sale or use of alcohol (except for official LSC functions) or possession/use of illegal drugs, or the misuse of any legal drugs on LSC premises or on LSC business, is strictly prohibited. While on LSC business, all employees are expected to remain free from the influence of alcohol and illegal drugs, and to refrain from abusing other drugs (whether prescription or non-prescription).

LSC encourages employees who may have a substance abuse problem to seek treatment; LSC will support such efforts. However, deficiencies in performance resulting from substance abuse will not be tolerated. An employee whose performance is deficient due to a substance abuse problem may be counseled, given a choice of seeking treatment, or face disciplinary action.

## **11.9 Smoke-free Workplace Policy**

LSC prohibits smoking in all areas leased by LSC in accordance with the laws of the District of Columbia for a smoke-free workplace. Further, LSC's location at 3333 K Street, N.W. is a smoke-free building.

## **11.10 Recording Policy**

LSC policy strictly prohibits any undisclosed recording of conversations of any employee or other person in the conduct of LSC business, other than the official recording of LSC Board meetings or interviews during an internal investigation, without prior, voluntarily expressed, written consent of all parties. This policy is not intended to limit lawful recordings required in the course of OIG investigations.

## **11.11 Dress Code**

All employees are expected to maintain a professional appearance while at work. On designated "casual" days (every Friday unless notice is given otherwise), employees may follow a relaxed dress code. However, staff in contact with the public in and outside of the office are required to maintain a professional appearance.

## **11.12 Severe Weather Policy**

LSC follows guidance provided by the Office of Personnel Management (OPM) for the Federal government regarding closings, delayed arrivals, and early dismissals in the event of severe weather. (OPM guidance is available at <http://www.opm.gov/status/>.)

In cases of delayed arrival, reasonable delays in reporting to work will be excused up to the time limit of the announced delayed arrival and will not be charged as leave to the employee. Any time taken beyond the announced delayed arrival may, where appropriate, be charged as leave to the employee. An employee will be charged a full day's leave if not reporting for work at all that day.

In cases of unscheduled leave, employees may take leave without prior approval as needed for safe travel considerations and family/personal responsibilities. Any leave taken will be charged to the employee.

It is the responsibility of the employee to inform the supervisor as soon as possible when unable to report to work due to severe weather conditions.

If the Federal government announces a severe weather emergency during the workday, LSC's President and IG, or their designees, may dismiss employees and give them administrative leave.

### **11.13 Gifts, Fees, and Honoraria**

If any employee of LSC speaks or participates in any presentation on a matter directly related to LSC programs or activities, the employee will not accept a fee or honorarium.

To avoid the appearance of any impropriety, no LSC employee can accept any gratuity – money, gift of monetary value, or any entertainment (other than a token gift or an occasional inexpensive meal or beverage, the total value of which is not to exceed \$50.00) – from any person or organization seeking or receiving grants, contracts, benefits, or services from LSC.

In the event any inappropriate gratuity is received by an employee, the employee should return it with a note explaining LSC's policy. If further assistance is needed, the employee may consult with OHR.

### **11.14 Employee Suggestions**

Employees are encouraged to submit their ideas, comments, and suggestions for the LSC President's review and consideration. Employees may send a note directly to the President.

## Appendix A

### Definition and Examples of Harassment Prohibited by LSC policy<sup>1</sup>

**Sexual Harassment** is defined as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is used as the basis for employment decisions or such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment”.

**Other Harassment** is defined as verbal or physical conduct designed to threaten, intimidate, or coerce. Verbal taunting, including racial and ethnic slurs, also constitutes harassment.

Some examples of verbal sexual harassment and other harassment include:

**Sexual Harassment:** Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks,

---

<sup>1</sup> Based upon EEOC Guidelines on Discrimination Because of Sex, Title 29 CFR §1604.11(a).

threats, requests for any type of sexual favor (i.e., repeated, unwelcome requests for dates, etc.)

**Other Harassment:** Negative or derogatory comments regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, disability, or appearance (epithets, slurs, negative stereotyping, etc.)

Some examples of non-verbal sexual harassment and other harassment include:

**Sexual Harassment:** the distribution, display, or discussion of any written or graphic material, including calendars, posters, and cartoons that are sexually suggestive, or that show hostility toward an individual or group because of sex; suggestive or insulting sounds, leering, staring, and whistling; obscene gestures, content in letters, notes, facsimiles, and e-mail or playing music with lyrics of a sexual or offensive nature.

**Other Harassment:** Distribution, display, or discussion of any written or graphic materials that ridicules, denigrates, insults, belittles, or shows hostility or aversion

toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, disability, marital status, or other protected status.

Some examples of physical sexual harassment include:

Unwelcome, unwanted physical contact, including but not limited to, touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling or sexual assault.





## Appendix B FlexiTime Work Agreement\*

Employee	Office/Division	Position Title
----------	-----------------	----------------

### PART 1 - EMPLOYEE REQUEST (COMPLETED BY EMPLOYEE)

Indicate flexible work schedule requested	
<u>1st Choice*</u> _____	
<u>2nd Choice*</u> _____	
<u>Expected Duration*</u> <input type="checkbox"/> Indefinite <input type="checkbox"/> Less than one year <input type="checkbox"/> Other _____	
Employee's Signature	Date

### PART 2 - WORK SCHEDULE ASSIGNMENT

Indicate the hours assigned each day by filling in the appropriate block, including _____ for lunch. (30 minutes/one hour)				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY

**\*Subject to review and change by management at any time based on business needs of the respective office.**

<b>Supervisor's Signature:</b> _____	<b>Date:</b> _____
<b>Office Director's Signature:</b> _____	<b>Date:</b> _____
<b>Comments:</b> _____	

**Director, OHR Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Forward form to OHR

Approved March 8, 1997  
\*Revised December 2000

## Appendix C

### COMPRESSED WORK SCHEDULE AGREEMENT

Pursuant to the LSC Alternative Work Schedule Policy:

---

Name/ Title/Office

Is assigned to work on Compressed Work Schedule: \_\_\_\_\_  
effective \_\_\_\_\_  
(Date)

until this agreement is either superceded by a new CWS Agreement or is cancelled. It is mutually agreed that the undersigned will work the following schedule including \_\_\_\_\_ for lunch.  
(30 minutes up to one hour)

<u>Time</u> (First Week) A.M – P.M.	Monday	Tuesday	Wednesday	Thursday	Friday
(Second Week) A.M – P.M.					

The regularly scheduled day off is every other Friday.

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Office Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

Employee Acknowledgement and Agreement:

I acknowledge that my supervisor has discussed participation in the CWS program with me. I have agreed that I am able to meet the work requirement of Compressed Work Schedule. Further, I understand that I must be present during the core hours of 10 a.m. to 4p.m. each day of my work schedule. I further acknowledge that my assignment under this CWS Agreement may be superceded by a new agreement or cancelled at anytime at the discretion of my supervisor.

_____	_____
Signature of Employee	Date

Approved _____	_____
Director, Office of Human Resources	Date



## Appendix D

### **FlexiPlace Work Agreement\***

(The supervisor and the employee should keep a copy of the agreement for reference.)

Employee \_\_\_\_\_ Supervisor \_\_\_\_\_

Office \_\_\_\_\_

#### **Voluntary Participation**

Employee voluntarily agrees to work at the LSC-approved alternative work site indicated below and to follow all applicable policies and procedures. Employee recognizes that the FlexiPlace arrangement is not an employee benefit but an additional method LSC Management may approve to accomplish work. Employees who apply to work away from the office while taking care of a personal injury must provide a medical release to work prior to approval of the FlexiPlace request.

#### **Salary and Benefits**

LSC and employee agree that a FlexiPlace arrangement is not a basis for changing the employee's salary or benefits.

#### **Duty Station and Alternative Work site**

LSC and employee agree that the employee's duty station is the Corporation's Headquarters in Washington, DC and that the employee's approved alternative worksite is:

\_\_\_\_\_  
(specify street and number, city, state, fax no., e-mail address and phone no.)

**Note:** All pay, leave and travel entitlement are based on the headquarters' location, except as otherwise provided by LSC's policy.

#### **Official Duty Status**

Unless otherwise instructed, employee agrees to perform official duties at the regular duty station or LSC-approved alternative worksite. Employee agrees not to conduct personal business while in official duty status at the alternative worksite.

**Work Schedule**

LSC and employee agree the employee's work schedule will be:

---

*(specify dates, days, hours, at the alternative worksite)*

**Work Assignments/Performance**

Employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee's performance agreement. The employee understands that a decline in performance may be grounds for cancelling the alternative worksite agreement.

The following are the assignments to be worked on by the employee at the alternative worksite, with the expected delivery dates:

---

---

---

**Time and Attendance**

LSC agrees to make sure FlexiPlace employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify semi-monthly the time and attendance for hours worked at the regular office and the alternative worksite.

**Reporting Requirements**

The employee agrees to maintain contact with LSC headquarters via telephone, e-mail, fax, etc., according to the following terms (requires concurrence with Manager/Supervisor):

---

---

**Leave**

Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

**Overtime**

If non-exempt, employee agrees to work overtime when requested and approved by the supervisor in advance and understands that working overtime without such approval may result in termination of the FlexiPlace privilege and/or other appropriate action. If exempt, the employee may work the number of hours

necessary to get the job done and request compensatory time in accordance with the LSC compensatory time policy.

### **Injury Compensation**

Employee understands he/she is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative duty station. The employee acknowledges that workers= compensation shall be the exclusive remedy for all job related injuries or illnesses. The employee further acknowledges that the workers= compensation exclusive remedy provision shall apply to any injury or illness sustained or contracted at the alternative work site while performing official duties. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite and to complete any required forms. The supervisor agrees to investigate such a report immediately.

### **Liability**

The employee understands that LSC will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent that LSC is held liable by applicable law. LSC will not be liable for injuries sustained by persons other than LSC employees working at an approved alternative worksite.

### **Equipment/Supplies**

Employee agrees to furnish all equipment necessary for work at the alternative worksite. Exceptions must be approved by the office director in consultation with OIT and OHR.

Employee further agrees to obtain from the Administrative Services Manager all supplies needed for work at the alternative worksite; out-of-pocket expenses for supplies regularly available at LSC will not be normally reimbursed.

### **Security**

If, in exceptional circumstances, the Corporation provides computer equipment for the alternative worksite, employee agrees to the security provisions as specified in the policies and procedures for LSC=s Laptop Computers (contact OIT).

### **Worksite**

The employee agrees to provide a worksite adequate for performance of official duties.

### **Alternative Worksite Costs**

The employee understands that LSC will not be responsible for any operating costs that are associated with the employee using his or her home as an

alternative worksite, for example, home maintenance, insurance or utilities. The employee understands he/she does not relinquish any entitlements to reimbursement for authorized expenses incurred while conducting business for LSC as provided by policy guidelines.

**Disclosure**

Employee agrees to protect LSC=s records from unauthorized disclosure or damage.

**Cancellation**

LSC agrees to let the employee resume his/her regular schedule at the regular office after notice to the supervisor. Employee understands that LSC may cancel the FlexiPlace arrangement and instruct the employee to resume working at the regular office. LSC agrees to follow any applicable administrative procedures.

**Other Action**

Nothing in this agreement precludes LSC from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of the Agreement.

Employee=s Signature\_\_\_\_\_

Date\_\_\_\_\_

Supervisor=s Signature\_\_\_\_\_

Date\_\_\_\_\_

Director, OHR Signature\_\_\_\_\_ Date\_\_\_\_\_

<b>TO BE COMPLETED BY SUPERVISOR:</b>
CANCELLATION NOTICE: The above agreement has been cancelled effective _____, for the following reason:

\*does not alter the nature of the employee's at-will employment status with LSC



LSC-Approved March 8, 1997

\*Revised December 2000.

## APPENDIX E

### LEGAL SERVICES CORPORATION

#### *INTERNET, EMAIL, TELEPHONE AND ELECTRONIC EQUIPMENT USAGE POLICY (ePolicy)*

**PURPOSE:** To ensure that computer, telephone and electronic communication systems and business equipment are properly used to promote LSC's business interests by LSC employees and other authorized users.

**POLICY:** This policy applies to all LSC provided electronic and telephone communication systems, computers, and other business equipment, including voice mail, cell phones, email, Internet access, fax machines and other business devices. It also applies to any information transmitted by, received from, or stored in such equipment. The terms "business equipment," "equipment," "business systems," or "systems" refer to these systems and information, which are at all times the sole property of LSC. **Employees and other users have no expectation of privacy** in the use of these systems or in any messages or materials transmitted, received, created and/or stored on or with LSC equipment. LSC has the sole discretion to determine violations of this policy. Please contact your supervisor or the Office of Human Resources with any questions about this policy.

All messages and materials transmitted or received by, retrieved from, or stored within LSC's business systems shall be regarded as non-personal, business communications. All use of and information on these systems, regardless of purpose or content, is subject to LSC monitoring, interception, review, copying and disclosure, including but not limited to disclosure of any evidence of potentially criminal activity to law enforcement personnel and/or the Inspector General. All access to these

systems and information is strictly limited to authorized persons. The confidentiality of any message should not be assumed. LSC may access materials that employees have deleted but are otherwise available.

These systems should be used only for legitimate LSC business purposes and not for personal use. However, incidental and occasional personal use of LSC business equipment is permitted for the convenience of LSC employees and authorized users as long as such use is not otherwise prohibited by this or any other LSC policy, does not improperly identify LSC with such uses, does not consume more than a negligible amount of resources, is not done in an offensive or unwelcome manner, and does not interfere with LSC business activities. *See* LSC Personnel Handbook, Section 2.7. Email messages should be crafted with the same care, judgment and responsibility that would be appropriate for letters, memos or other documents sent on LSC stationery.

These systems must not be used knowingly to transmit (upload), receive (download) or keep (save or store) offensive, vulgar or otherwise disruptive messages or materials. Prohibited messages include, but are not limited to, messages that contain any of the following in an **offensive** manner: sexual implications, racial slurs, or any other **offensive** comment about age, gender, sexual orientation, religious or political beliefs, national origin, or disability, including, but not limited to, comments that violate LSC's policies regarding Equal Employment Opportunity and Sexual Harassment or any applicable laws. *See* LSC Personnel Handbook, Sections 2.2, 2.3 & App. A. These systems shall not be used to improperly reveal confidential information about LSC, nor to knowingly do any of the following in violation of anyone's legal rights: transmit (upload), receive (download) or keep (save or store) copyrighted materials, trade secrets, proprietary financial information, or similar materials. The

systems shall not be used for blogging (keeping an on-line journal) except pursuant to authorized LSC activities. *See also* LSC's ISP Acceptable Use Policy [http://www.speakeasy.net/tos/#acceptable use](http://www.speakeasy.net/tos/#acceptable%20use).

The systems may not be used to solicit or proselytize for commercial ventures, religious or political causes or other outside organizations, except that **limited inoffensive** use of the systems for information about outside organizations and activities is permitted pursuant to the personal use policy described above. Nothing in this policy prohibits solicitation or other actions for LSC sanctioned activities such as United Way or LSC GIVES.

Anyone found to have violated these policies is subject to legal and disciplinary action, which may include termination of employment and criminal prosecution.

## APPENDIX F

### LEGAL SERVICES CORPORATION

---

750 First Street, N.E.  
Washington, D.C. 20002

#### Board of Directors

##### Filing and Processing of Employee Grievances Against the President or Inspector General

[Resolution # 97-005]

If a grievance is filed against the President or Inspector General, the following procedure will be followed:

(A) The grievance shall be filed with the Director of the Office of Administration and Human Resources, who will immediately transmit the grievance to the Chair of the Board or his/her nominee and a copy to the President or the Inspector General as the case may be

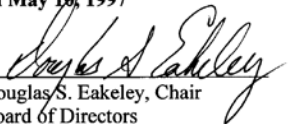
(B) The Chair or his/her nominee will determine whether the charge warrants Board action and is within the power of the Board to resolve.

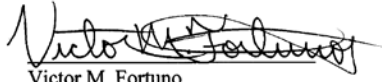
(C) If the determination is that the charge is not appropriate for Board action, the grievance will be dismissed.

(D) If the Chair or his/her nominee determines that further consideration is appropriate, he/she shall refer the matter either to the Board for its action or to a neutral party who will be authorized to ascertain the facts involved in the dispute and make a report to the Board.

(E) In either case, the Board shall not later than 60 days after the grievance is filed or at the next scheduled Board meeting, whichever is later, take such action as it deems appropriate.

**Adopted by the Board of Directors  
on May 18, 1997**

  
Douglas S. Eakeley, Chair  
Board of Directors

  
Victor M. Fortuno  
General Counsel & Corporate Secretary